रजिस्ट्री सं. डी.एल. (एन) 04/0007/2003—05 REGD. NO. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
The Gazette of India

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सं. 29] नई दिल्ली, जुलाई 27—अगस्त 2, 2025, शनिवार/श्रावण 5—श्रावण 11, 1947
No. 29] NEW DELHI, JULY 27—AUGUST 2, 2025, SATURDAY/SHRAVANA 5– SHRAVANA 11, 1947

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1399.—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री अजय सेठ (जन्म तिथि -30.6.1965), भा.प्र.से. (कर्नाटक:1987) (सेवानिवृत्त), भूतपूर्व वित्त सचिव और सचिव, आर्थिक कार्य विभाग, को पद का कार्यभार ग्रहण करने की तारीख से आरंभ में तीन वर्ष की अवधि के लिए अथवा पैंसठ वर्ष की आयु प्राप्त करने तक अथवा अगले आदेशों तक, जो भी पहले हो, पांच लाख बासठ हजार पांच सौ रुपए प्रति माह (आवास और कार की सुविधा के बिना) के समेकित वेतन पैकेज पर भारतीय बीमा विनियामक और विकास प्राधिकरण (इरडाई) के अध्यक्ष के पद पर नियुक्त करती है।

[फा. सं. आर-12011/04/2024-बीमा-I]

धीरज भास्कर, उप सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 24th July, 2025

S.O. 1399.—In exercise of the powers conferred by section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby appoints Shri Ajay Seth (DoB: 30.06.1965), IAS (KN:1987) (Retd.), former Finance Secretary and Secretary, Department of Economic Affairs, to the post of Chairperson, Insurance Regulatory and Development Authority of India, on a consolidated pay package of five lakh sixty-two thousand five hundred rupees per month (without facility of house and car), initially for a period of three years with effect from the date of assumption of charge of post, or till attaining the age of sixty-five years, or until further orders, whichever is the earliest.

[F. No. R- 12011/04/2024-Ins.I]

DHEERAJ BHASKAR, Dy. Secy.

मत्स्यपालन, पशुपालन और डेयरी मंत्रालय

(मत्स्यपालन विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 15 जुलाई, 2025

का.आ. 1400.—केंद्रीय सरकार, राजभाषा(संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987, 2007 और 2011) के नियम 10 के उप-नियम (4) के अनुसरण में, मत्स्यपालन विभाग, मत्स्यपालन, पशुपालन और डेयरी मंत्रालय के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय में हिंदी का कार्यसाधाक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप निम्न कार्यालय को एतद्वारा भारत के राजपत्र में अधिसूचित किया जाता है।

केंद्रीय मात्स्यिकी तटवर्ती इंजीनियरी संस्थान

मत्स्यपालन विभाग

मत्स्यपालन, पशुपालन और डेयरी मंत्रालय, भारत सरकार

इसरो आवास के सामने, जालहल्ली

बेंगलुरु - 560 013 (कर्नाटक)

[फा. सं. E -11016/1/2023-DOF (E-File: 23162]

अजय श्रीवास्तव, आर्थिक सलाहकार

MINISTRY OF FISHERIES, ANIMAL HUSBANDRY AND DAIRYING

(Department of Fisheries)

(OFFICIAL LANGUAGE SECTION)

New Delhi, the 15th July, 2025

S.O. 1400.—The Central Government, in pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976 (as amended in 1987, 2007 and 2011), the following office under the administrative control of the Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying wherein more than 80% of their employees having a working knowledge of Hindi, is hereby notified in the Gazette of India.

CENTRAL INSTITUTE OF COASTAL ENGINEERING FOR FISHERY

Department of Fisheries

Ministry of Fisheries, Animal Husbandry and Dairying, Government of India

Opp. To ISRO Quarters, Jalahalli

Bengaluru – 560 013 (Karnataka)

[F. No. E-11016/1/2023-DOF (E-File.: 23162]

AJAY SRIVASTAVA, Economic Advisor

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 23 जुलाई, 2025

का.आ. 1401.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम,1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की एवम का. आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था|

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त, उपयोग का अधिकार आई एच बी लिमिटेड में निहित किया था|

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि पेट्रोलियम उत्पाद के परिवहन के लिए मध्य-प्रदेश राज्य में आई एच बी लिमिटेड की कांडला गोरखपुर एल.पी.जी. पाइपलाइन बिछाई जा चुकी हैं, अतः उस भूमि के बारे में, जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट किया गया हैं, ऐसे प्रचालन को मध्य-प्रदेश राज्य में समाप्त किया जाए|

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) 1963 के नियम 4 के स्पष्टीकरण – 1 के अधीन उस तारीख को जिस पर यह अधिसूचना भारत के राजपत्र में प्रकाशित होती हैं, मध्य-प्रदेश राज्य के इन्दौर जिले के नीचे वर्णित गाँवो में मार्गाधिकार गतिविधियों की समाप्ती की तारीख के रूप में घोषित करती हैं |

अनुसूची

जिला: इन्दौर		राज्य : मध्य प्रदेश	
क्रमांक	**का. आ. सं. एवं दिनांक**	**ग्राम का नाम**	**तहसील**
(1)	**(2)**	**(3)**	**(4)**
1.	का.आ.4494(अ) दिनांक. 21.09.2023	मणडलावदा	सांवेर

[फा. सं. आर-11025(15)/5/2020-ओआर-I-भाग(2)/ई-45913]

शशि शेखर सिंह, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 23rd July, 2025

S.O. 1401.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas. S. O. Numbers and Dates as mentioned in the Schedule below issued under Sub-section (i) of section 6 of Petroleum and Minerals Pipeline (Acquisition of right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the lands specified in the schedule appended to those notifications.

AND WHEREAS, in exercise of the powers conferred by the Sub-Section (4) of Section 6 of the said Act, the Central Government vested the Right of user in the lands free from all encumbrances in the IHB Limited.

AND WHEREAS, the Competent Authority has made a report to the Central Government that the pipeline has been laid for the purpose of transportation of LPG in the said lands and hence such operation may be terminated for Kandla Gorakhpur LPG Pipeline Project in the state of Madhya Pradesh in respect of the said lands which in brief are specified in the Schedule annexed to the Notification;

"Now, therefore, as required under explanation – 1 of rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declare the date on which this notification is Right Published in the Gazette of India as the date of "Termination of Operation" in ROU Village mentioned in Indore district in the state of Madhya Pradesh.

SCHEDULE

District: INDORE			**State: Madhya Pradesh**
S.No.	**S.O. No. & Date**	**Name of Village**	**Name of Tehsil**
(1)	(2)	(3)	(4)
1.	S.O. No. 4494 (E) Dated.21.09.2023	Mandlawada	Sanwer

[F. No. R-11025(15)/5/2020-OR-I-Part(2)/E-45913]

SHASHI SHEKHAR SINGH, Under Secy.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1402.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 773 तारीख 13 मई, 2025, जो भारत के राजपत्र तारीख 26 मई, 2025, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पेट्रोलियम पदार्थ परिवहन के लिए पंजाब राज्य में बठिण्डा से संगरूर तक (बठिण्डा-संगरूर पाइपलाइन) पेट्रोलियम पदार्थ परिवहन के लिए हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड, द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 10 जून 2025 तक उपलब्ध करा दी गई थी

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् , और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड, में निहित होगा।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अध्याधीन किसी भी क्षतिपूर्ति के लिए हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड, पूर्णतया उत्तरदायी होगी और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरूद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

क्रम सं.	**गाव का नाम**	**खसरा नं.**	**क्षेत्रफल**		
			हेक्टेयर	**हेक्टेयर**	**हेक्टेयर**
1	**2**	**3**	**4**	**5**	**6**
तहसील : बठिण्डा		**जिला : बठिण्डा**		**राज्य: पंजाब**	
1	**फूसमण्डी (H.B.NO. 60)**	230/1	00	04	00
		230/2			
		231/1	00	21	00
		231/2			
		ख.नं 233 और 231 के बीच मेंआरसीसी रास्ता (232)	00	01	00

		233	00	18	33
2	गुलाबगढ़	23//25	00	00	60
	उर्फ नाइवाला	24//21	00	08	20
	(H.B.NO. 58)	24//22	00	08	12
		24//23	00	08	11
		24//24/1	00	08	60
		24//24/2			
		24//25	00	06	40
		37//4/2/1	00	02	94
		37//4/2/2			
		37//5/1	00	10	70
		37//5/2	00	01	42
		37//6/1	00	00	40
		36//10	00	08	09
		36//9	00	08	10
		36//8	00	08	11
		36//7	00	10	83
		खण्नं. 36//7 और 36//6 के बीच में फील्ड चैनल	00	00	60
		36//6	00	05	60
		35//10	00	08	25
		35//9/2	00	02	80
		35//9/1/1	00	06	48
		35//9/1/2			
	गुलाबगढ़	35//12/2/1	00	02	13
	उर्फ नाइवाला	35//12/2/2			
	(H.B.NO. 58)	35//12/2/3			
	(जारी.....)	35//8/1	00	09	19
		35//8/2			
		35//13/1	00	10	56
		35//13/2			
		35//14	00	09	04
		35//15/1	00	08	09
		35//15/2			
		34//11/1	00	08	12
		34//11/2			
		34//12/1	00	09	09
		34//12/2			
		34//13/1	00	08	96
		34//13/2/1			
		34//13/2/2			
		34//7	00	00	80
		खण्नं. 34//13 और 34//17 के बीच में (केनाल)	00	06	80
		34//18/1	00	00	40
		34//18/2	00	00	40
		34//17/2/1	00	01	99
		34//17/2/2			

		ख॰ नं. 34//17/2 और 34//17/1 के बीच में (सरकारी अस्फालटेड रास्ता)	00	02	48
		34//17/1/1	00	01	67
		34//17/1/2			
		34//14	00	07	86
		34//15/1	00	01	91
		34//15/2			
		34//6/1	00	09	12
		34//6/2			
		33//11	00	09	30
		ख॰नं. 33//11 और 33//12 के बीच में फील्ड चैनल	00	00	60
		33//12	00	08	60
		33//13/1	00	08	18
		33//13/2			
		33//13/3			
		33//14	00	08	09
		33//15/1	00	08	10
		33//15/2			
		32//11	00	08	10
		32//12	00	08	10
		32//18	00	08	10
		32//17/2	00	05	42
		32//17/1/1	00	01	20
		32//17/1/2			
		ख॰नं. 32//17/2 और 32//17/1 के बीच में (सरकारी अस्फालटेड रास्ता) 101	00	01	95
		ख॰नं.32//17/2 और 32//17/1 के बीच में फील्ड चैनल 127	00	00	70
		32//16	00	08	15
		31//20	00	08	18
		31//19	00	04	23
तहसील : नाथना		**जिला: बठिण्डा**			राज्य : पंजाब
3	**तुंगवाली (H.B.NO.208)**	274//15	00	06	90
		274//16	00	00	40
		460/6 ,फील्ड चैनल)	00	00	50
		273//20/2/1	00	04	27
		273//20/2/2			
		273//20/1	00	04	73
		273//19	00	07	64
		273//22	00	06	77
		273//23/1	00	06	40
		273//23/2	00	12	60
		276//4	00	03	24
		276//5	00	08	49
		460//5	00	00	50
		277//10	00	08	93
		277//9	00	08	93
		277//12	00	00	40
		277//13	00	08	93

		खण्नं. 277//13 और 277//14 के बीच में रास्ता (1000)	00	00	60
		277//14	00	08	51
		277//16	00	08	54
		277//17	00	00	40
		खण्नं. 277//16 और 278//20 के बीच में (फील्ड चैनल) 460/4	00	00	50
		278//20	00	09	20
		278//21	00	01	40
		278//22	00	09	60
		278//23	00	07	80
		307//3	00	05	80
		307//4/1	00	09	20
		307//4/2			
		खण्नं. 307//3 और 307//4 के बीच में (फील्ड चैनल) 460/4	00	00	40
		307//7	00	00	60
		307//6/1	00	09	20
		307//6/2			
		306//10	00	07	50
		306//11	00	02	20
		306//12	00	09	30
		खण्नं. 306//12 और 306//13 के बीच में (फील्ड चैनल)	00	00	60
		306//13	00	09	02
		306//18	00	07	46
		खण्नं. 306//18 और 306//17 के बीच में (फील्ड चैनल)	00	00	60
		306//17	00	09	02
		खण्नं.306//17 और 306//25/1 के बीच में (फील्ड चैनल)	00	00	60
		306//25/1	00	04	15
	तुंगवाली	306//25/2	00	05	72
	(H.B.NO.208)	305//21	00	09	10
	(जारी.....)	305//22	00	04	76

[फा. सं. आर-12042(11)/23/2021-ओआर-II/ई-40547]

शशि शेखर सिंह, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1402.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S. O. No. 773 Dated 13th May 2025, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 26th May 2025, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline in the State of Punjab for transportation of petroleum product from Bathinda to Sangrur (Bhatinda – Sangrur Pipeline), a pipeline should be laid by Hindustan Petroleum Corporation Limited.

And whereas copies of the said Gazette notification were made available to the public up to 10th June 2025.

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in Hindustan Petroleum Corporation Limited free from all encumbrances.

Hindustan Petroleum Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P&MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Sr. No.	Name of Village	Khasra No.	Area		
			Hect	Are	Sq. Mt.
1	2	3	4	5	6
TEHSIL: BATHINDA		**DISTRICT: BATHINDA**	**STATE: PUNJAB**		
1	**PHOOS MANDI (H.B.NO. 60)**	230/1	00	04	00
		230/2			
		231/1	00	21	00
		231/2			
		In Bet.Khasra No. 233 & 231-RCC Road (232)	00	01	00
		233	00	18	33
2	**GULABGARH**	23//25	00	00	60
	URF NAIWALA (H.B.NO. 58)	24//21	00	08	20
		24//22	00	08	12
		24//23	00	08	11
		24//24/1	00	08	60
		24//24/2			
		24//25	00	06	40
	GULABGARH URF NAIWALA (H.B.NO. 58) (Contd...)	37//4/2/1	00	02	94
		37//4/2/2			
		37//5/1	00	10	70
		37//5/2	00	01	42
		37//6/1	00	00	40
		36//10	00	08	09
		36//9	00	08	10
		36//8	00	08	11
		36//7	00	10	83
		In Bet. Khasra No. 36//7 & 36//6 (Field Channel)	00	00	60
		36//6	00	05	60
		35//10	00	08	25
		35//9/2	00	02	80
		35//9/1/1	00	06	48
		35//9/1/2			
		35//12/2/1	00	02	13
		35//12/2/2			
		35//12/2/3			

Sr. No.	Name of Village	Khasra No.	Area		
			Hect	Are	Sq. Mt.
1	2	3	4	5	6
		35//8/1	00	09	19
		35//8/2			
		35//13/1	00	10	56
		35//13/2			
		35//14	00	09	04
		35//15/1	00	08	09
		35//15/2			
		34//11/1	00	08	12
		34//11/2			
		34//12/1	00	09	09
		34//12/2			
		34//13/1	00	08	96
		34//13/2/1			
		34//13/2/2			
		34//7	00	00	80
		In Bet. Khasra No. 34//13& Khasra No. 34//17 (Canal)	00	06	80
		34//18/1	00	00	40
		34//18/2	00	00	40
		34//17/2/1	00	01	99
		34//17/2/2			
		In Bet. Khasra No. 34//17/2 & 34//17/1 (Asphalted Road)	00	02	48
		34//17/1/1	00	01	67
		34//17/1/2			
		34//14	00	07	86
		34//15/1	00	01	91
		34//15/2			
		34//6/1	00	09	12
		34//6/2			
		33//11	00	09	30
		In Bet Khasra No. 33//11 & 33//12 Field Channel	00	00	60
		33//12	00	08	60
	GULABGARH URF NAIWALA (H.B.NO. 58) (Contd...)	33//13/1	00	08	18
		33//13/2			
		33//13/3			
		33//14	00	08	09
		33//15/1	00	08	10
		33//15/2			

Sr. No.	Name of Village	Khasra No.	Area		
			Hect	Are	Sq. Mt.
1	2	3	4	5	6
		32//11	00	08	10
		32//12	00	08	10
		32//18	00	08	10
		32//17/2	00	05	42
		32//17/1/1	00	01	20
		32//17/1/2			
		In Bet. Khasra No. 32//17/2 & 32//17/1 Asphalted Road (101)	00	01	95
		In Bet. Khasra No. 32//17/2 & 32//17/1 Field Channel (127)	00	00	70
		32//16	00	08	15
		31//20	00	08	18
		31//19	00	04	23
TEHSIL: NATHANA		**DISTRICT: BATHINDA**			**STATE: PUNJAB**
3	**TUNGWALI (H.B. NO. 208)**	274//15	00	06	90
		274//16	00	00	40
		460/6 (Field Channel)	00	00	50
		273//20/2/1	00	04	27
		273//20/2/2			
		273//20/1	00	04	73
		273//19	00	07	64
		273//22	00	06	77
		273//23/1	00	06	40
		273//23/2	00	12	60
		276//4	00	03	24
		276//5	00	08	49
		460//5	00	00	50
		277//10	00	08	93
		277//9	00	08	93
		277//12	00	00	40
		277//13	00	08	93
		In Bet. Khasra No. 277//13 & 277//14 (Cart Track) 1000	00	00	60
		277//14	00	08	51
		277//16	00	08	54
		277//17	00	00	40
		In Bet. Khasra No.277//16 & 278//20 (Field Channel) 460/4	00	00	50
		278//20	00	09	20

Sr. No.	Name of Village	Khasra No.	Area		
			Hect	Are	Sq. Mt.
1	2	3	4	5	6
		278//21	00	01	40
		278//22	00	09	60
		278//23	00	07	80
		307//3	00	05	80
		307//4/1	00	09	20
		307//4/2			
	TUNGWALI (H.B. NO. 208) (Contd.....)	In Bet. Khasra No. 307//3 & 307//4 (Field Channel) 460/4	00	00	40
		307//7	00	00	60
		307//6/1	00	09	20
		307//6/2			
		306//10	00	07	50
		306//11	00	02	20
		306//12	00	09	30
		In Bet. Khasra No. 306//12 & 306//13 (Field Channel)	00	00	60
		306//13	00	09	02
		306//18	00	07	46
		In Bet. Khasra No. 306//18 & 306//17 (Field Channel)	00	00	60
		306//17	00	09	02
		In Bet. Khasra No. 306//17 & 306//25 /1(Field Channel)	00	00	60
		306//25/1	00	04	15
		306//25/2	00	05	72
		305//21	00	09	10
		305//22	00	04	76

[F.No. R-12042(11)/23/2021-OR-II/E-40547]

SHASHI SHEKHAR SINGH, Under Secy.

वाणिज्य और उद्योग मंत्रालय

(उद्योग संवर्धन और आंतरिक व्यापार विभाग)

नई दिल्ली, 4 जुलाई, 2025

का.आ. 1403.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में उद्योग संवर्धन और आंतरिक व्यापार विभाग के नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनके 80% से अधिक कार्मिकों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

1. **प्रतिलिप्यधिकार कार्यालय,**

बौद्धिक संपदा भवन, प्लॉट सं.-32, सेक्टर -14, द्वारका, नई दिल्ली-110078

2. **व्यापार चिह्न रजिस्ट्री,**

निजाम पैलेस, द्वितीय बहुतल कार्यालय भवन, 7वां तल, 234/4, आचार्य जगदीश चंद्र बोस रोड, कोलकाता - 700020

[फा. सं. ई- 11017/3/2022-हिंदी]

एन. के. वाधवा, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department for Promotion of Industry and Internal Trade)

New Delhi, the 4th July, 2025

S.O. 1403.—In pursuance of Sub-Rule (4) of Rule 10 of the official language (Use for official purposes of the Union) Rules 1976, the Central Government hereby notifies the following offices under control of Department for Promotion of Industry & Internal Trade whose more than 80% staff have acquired working knowledge of Hindi:

1. **Copyright Registry**

   Boudhik Sampada Bhawan, Plot No.- 32,Sector - 14, Dwarka, New Delhi - 110078

2. **Trade Marks Registry,**

   Nizam Palace, 2nd M.S.O. Building,7th Floor, 234/4,A.J.C.Bose Road,Kolkata - 700 020

[F. No. E-11017/3/2022-Hindi]

N.K.WADHWA, Jt. Secy.

सड़क परिवहन और राजमार्ग मंत्रालय

(राजभाषा अनुभाग)

नई दिल्ली, 28 जुलाई, 2025

का.आ. 1404.—केंद्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में क्षेत्रीय कार्यालय, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, पटना, जिसके 80% से अधिक कर्मचारियों ने हिंदी में कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई.-12012/1/2023-विविध/हिंदी]

विनय कुमार, अपर सचिव

MINISTRY OF ROAD TRANSPORT AND HIGHWAYS

(Official Language Section)

New Delhi, the 28th July, 2025

S.O. 1404.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notify Regional Office, National Highway Authority of India, Patna, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E. 12012/1/2023-Misc. /Hindi]

VINAY KUMAR, Addl. Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 17 जुलाई, 2025

का.आ. 1405.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.लिमिटेड. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद

में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**,आसनसोल के पंचाट (सन्दर्भ संख्या **05/2016**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **16/07/2025** को प्राप्त हुआ था।

[सं. एल- 22012/116/2015-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 17th July, 2025

S.O. 1405.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.I.D.No. 05/2016)** of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **E.C.Ltd.** and their workmen, received by the Central Government on **16*/07/2025.***

[No. L-22012/116/2015 – IR (CM-II)]

MANIKANDAN. N**,** Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,

Presiding Officer,

C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 05 OF 2016

PARTIES: Prabir Kumar Mondal

Vs.

Management of Madhabpur Colliery, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Prabir Mondal (in person).

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 03.06.2025

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/116/2015-IR(CM-II)** dated 02.02.2016 has been pleased to refer the following dispute between the employer, that is the Management of Madhabpur Colliery, Kajora Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal. Thereafter, a Corrigendum of Schedule was received bearing **No. L-22012/116/2015-IR(CM-II)** dated 19/22.08.2016 recasting the address of the management.

SCHEDULE

"Whether the action taken by the management is premature for retirement of Sri Prabir Mondal, Sr. R.T.O. is legal and justified? If not, what relief is entitled to the workman? "

1. On receiving Order **No. L-22012/116/2015-IR(CM-II)** dated 02.02.2016 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 10.02.2016 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. The workman filed his written statement on 01.11.2016. Management contested the Industrial Dispute by filing their written statement on 15.05.2017. Brief fact of the case as per written statement of the workman is that the workman was a permanent employee of Eastern Coalfields Limited (hereinafter referred to as ECL) and a letter of appointment dated 26.08.1977 was issued for his posting at Madhabpur Colliery under Kajora Area of ECL. He was

subsequently promoted to the post of Sr. R.T.O. and management allotted CMPF No. 02/123/B/0366, U.M. No. 628239 to him. The management recorded his date of birth in the B-Form Register of the colliery as 1955 and intentionally did not record the date and month of his birth. The actual date of birth of the workman as per his educational qualification is 08.11.1955, which is recorded in his Matriculation Certificate, on the basis of which promotion was given to him as Sr. R.T.O. The workman submitted an application on 24.12.2011 before the Agent of Madhabpur Colliery for correction of his date of birth. The application was forwarded to Senior Manager (Personnel), Kajora Area, who asked for production of relevant document for correction of his date of birth. The workman produced his Higher Secondary Admit Card for rectification of his date of birth. The Admit Card bearing no. DAC/78/NO:1684 dated 17.12.2012, is a duplicate copy of the Admit Card for Higher Secondary examination held on 16.05.1978.

3. It is the further case of the workman that he was unsuccessful in his examination in the year 1976 and he re-appeared in the examination in the year 1978. The Sr. Manager (Personnel), Kajora Area in his letter to the Welfare Officer asked him to verify the Admit Card issued by West Bengal Board of Secondary Education for rectification of the date of birth of the workman. The Age Determination Committee of Kajora Area of ECL examined the details of the workman and recommended for rectification of his date of birth as 08.11.1955 instead of year of birth as "1955". It is claimed by the workman that as per Implementation Instruction No. 76 (hereinafter referred to as I.I. No. 76) the date of birth of a workman recorded in the Matriculation Certificate of the Board of Secondary Education is required to be treated as the date of birth of the workman. The aggrieved workman contended that the management intentionally did not rectify his date of birth and he has been superannuation from service on 30.06.2015 instead of 30.11.2015 and he suffered loss of wages for five months. The workman claimed for full wages, Quarterly bonus, Ex-gratia, Leave wages, House Rent Allowance, Coal Mine Provident Fund benefits for the period from 01.07.2015 to 31.11.2015.

4. Management refuted the claim of the workman and stated in their written statement that Prabir Kumar Mondal was appointed on 05.09.1977 and in the B-Form Register of Madhabpur Colliery his age / year of birth has been recorded as 1955 against Serial No. 2851 and he authenticated the entry by putting his signature. Prabir Kumar Mondal was transferred to Madhusudanpur Colliery and again transferred back to Madhabpur Colliery. As per entry in Last Pay Certificate of Madhusudanpur Colliery his year of birth has been recorded as 1955. Service Record Excerpt was issued to Prabir Kumar Mondal where his date of birth was recorded as 1955. From all the contemporaneous records it appears that the date of birth of Prabir Kumar Mondal was recorded as 1955 which was well within his knowledge. The management of ECL has contended that as per Joint Bipartite Committee for the Coal Industry, the Service Record Excerpts were issued to all the workman including Prabir Kumar Mondal for the purpose of settling their objection thereto within a stipulated period. Prabir Kumar Mondal neither raised any objection regarding his year of birth nor requested the employer company to incorporate the date and month of birth in the Service Record. The management contended that Prabir Kumar Mondal deliberately suppressed the fact. Referring to paragraph no. 4 of I.I. No. 76 it is clearly mentioned that wherever there is no variation in records, such cases will not be reopened unless there is very glaring and apparently wrong entry brought to the notice of the management. It is urged that as per the said instruction which is binding on all workman and management there cannot be further alteration of date of birth. The workman has also been issued with Identity Card in which his year of birth has been recorded as 1955. The management asserted that in absence of specific date of birth, whenever year of birth of the employee is mentioned, the practice of the establishment is to take 1st July of the year as date of birth of the workman and in the present case the same principle was applied according to the Model Standing Orders. In the explanatory note to the Clause No. (1) (IV) of the Schedule (I-B) of the Model Standing Orders it is prescribed that where exact date of birth is not available and year of birth is only available, then the 1st July of the said year shall be taken as the date of birth.

5. Management relied upon the decision of the Hon'ble Supreme Court of India in the case of **State of Maharashtra and Another Vs. Gorakhnath Sitaram Kamble and Others [Civil Appeal No. 9704 of 2010]** wherein it was held that : **"** *correction at the fag end would be at the cost of large number of employees, therefore, any correction at the fag end must be discouraged by the Court.* **"** It was further held that : **"** *no application for alteration of date of birth after five years should have been entertained.* **"** It is the case of the management that the workman was appointed in the year 1977 and the dispute relating to date of birth has been raised in the year 2015 i.e., after 38 years. Therefore, the dispute raised after such length of period cannot be considered. Referring to the averment made in Paragraph No. 8 of the written statement of the workman to the effect that the Age Determination Committee of Kajora Area recommended rectification of his date of birth as per I.I. No. 76, it is contended that such statement is incorrect and the proceeding of the committee would reveal that no such recommendation was made for correction of date of birth of Prabir Kumar Mondal. On the other hand, the committee observed that Matriculation Certificate was issued after appointment of the workman. It is urged that the workman has been rightly superannuated from his service w.e.f. 01.07.2015 and the workman is not entitled to any relief for correction of his date of birth or payment on account of alleged loss of wages by 5 months or other consequential reliefs.

6. The workman has filed his affidavit-in-chief where he has reiterated his case in the written statement and claimed that his correct date of birth is 08.11.1955. The workman during his cross-examination has produced the

following documents :

(i) Copy of the Admit Card issued by West Bengal Board of Secondary Education for Higher Secondary Examination of the year 1976 has been produced as Exhibit W-1.

(ii) Copy of the Admit Card issued by West Bengal Board of Secondary Education for Higher Secondary supplementary examination of the year 1978, as Exhibit W-2.

(iii) Copy of the Mark Sheet of Supplementary Higher Secondary Examination, as Exhibit W-3.

(iv) Copy of the Letter dated 01.11.2013 of the Sr. Manager (Personnel), Kajora Area issued to the Welfare Officer (T), Madhabpur Colliery for verification of the Admit Card from West Bengal Board of Secondary Education, as Exhibit W-4.

(v) Copy of Letter dated 22.07.2014 issued by Dy. Secretary (Records Verification), West Bengal Board of Secondary Education to the Manager, Madhabpur Colliery verifying the date of birth of Prabir Kumar Mondal, as Exhibit W-5.

(vi) Copy of the Appointment Letter of Prabir Kumar Mondal date 26.08.1977, as Exhibit W-6.

(vii) Copy of the Identity Card of Prabir Kumar Mondal issued by the management, as Exhibit W-7.

(viii) Copy of the Application of Prabir Kumar Mondal for correction of date of birth, as Exhibit W-8.

It transpires from his cross-examination that on his transfer from Madhusudanpur to Madhabpur his year of birth was recorded as 1955 in his Last Pay Certificate. In the year 1987 he was posted at Madhusudanpur Colliery and his year of birth was recorded as 1955 in the Service Record and Service Record Excerpt was supplied to him. The witness admitted that he did not raise any objection regarding year of birth. It is also true that in the Provident Fund and Gratuity Forms his date of birth was recorded as 1955 instead of his complete date of birth. The cross-examination further reveals that he received Admit Card of Higher Secondary Examination in the year 1976 prior to his joining service in the year 1977. The workman denied that the Admit Card of Higher Secondary Examination was issued to him in the year 1978. The workman has been superannuated from service w.e.f. 01.07.2015. The witness claimed that he produced his Admit Card for Higher Secondary Examination at the time of his appointment but did not raise the dispute regarding his date of birth recorded in the Service Record at that time. The workman denied the suggestion that he has been superannuated from his service in legal and proper manner, according to his actual date of birth.

7. Mr. Ramjee Tripathi has been examined as Management Witness No. 1. He filed his affidavit-in-chief. In his evidence-in-chief the witness stated that the year of birth of Prabir Kumar Mondal was recorded as 1955 in the Service Record of the company. Copy of Form 'B' Register of Prabir Kumar Mondal has been exhibited in evidence as Exhibit M-1. Copy of Service Record Excerpt, as Exhibit M-2. Copy of Identity Card of the workman where his date of birth is recorded as 1955, as Exhibit M-3. Copy of Notice of Superannuation where his last date of work was recorded as 30.06.2015, is produced as Exhibit M-4.

8. In course of cross-examination the witness stated that in all three documents the year of birth of Prabir Kumar Mondal has been recorded as 1955 on the basis of information furnished by him and the same was signed by him. The witness denied that at the time of joining employment under the company on 05.09.1977 Prabir Kumar Mondal had passed Higher Secondary Examination orhe produced copy of Admit Card bearing his date of birth as 08.11.1955. The witness admitted that on 24.12.2011 Prabir Kumar Mondal submitted an application for correction of his date of birth and the application is marked as Exhibit W-8. The proposal for correction of his date of birth was sent to Headquarters for taking action but ECL Headquarters regretted the claim and issued a letter dated 13.03.2015. Copy of the Letter dated 13.03.2015 has been exhibited as Exhibit M-5.

9. Prabir Kumar Mondal, argued his case seeking correction of his date of birth in the Service Record and submitted that the management of ECL was fully aware about his educational qualification and did not rectify his date of birth as 08.11.1955, in place of the year of birth recorded as 1955 in the important Service Record Excerpt, Form 'B' Register as well as Identity Card. Prabir Kumar Mondal admitted that he did not raise any objection against the incomplete date of birth recorded in the Service Record Excerpt after a copy of the same was served in the year 1987. He submitted that on 28.12.2011, 4 years prior to his superannuation he applied before the Agent of Madhabpur Colliery for correction of his date of birth (Exhibit W-8). The workman also produced copy of his Admit Card issued by the West Bengal Board of Secondary Education for his Higher Secondary Examination of the year 1978. The Admit Card appears to have been issued on 17.12.2012, which is marked as Exhibit W-2. Both the admit cards appeared to be duplicate and bear date of birth of Prabir Kumar Mondal as 8th November 1955. The workman argued that the management did not consider his representation and did not correct his date of birth in the Service Record due to which he suffered premature superannuation five months earlier than his actual date of superannuation on 30.11.2015. The workman claimed payment of wages for five months along with Quarterly bonus, Coal Mine Provident Fund benefits and other consequential reliefs.

10. Mr. P. K. Das, learned advocate for management of ECL, refuting the claim of the workman argued that at the time of appointment the workman did not furnish his actual date of birth and his year of birth was recorded as 1955 in all relevant documents in Form 'B' Register, Identity Card and Service Record of the company. At the time of his application the workman did not pass his Higher Secondary Examination. In the pleading as well as evidence the workman has admitted that he passed the Higher Secondary Examination in the year 1978 and for the purpose of correcting date of birth he produced duplicate admit cards of West Bengal Board of Secondary Education which are dated 13.02.2013 (Exhibit W-1) and 17.12.2012 (Exhibit W-2). Both these documents were collected long after the entries were made in the Service Records. Learned advocate argued that no objection was raised by the workman after Service Record Excerpt was supplied to him in the year 1987. It is contended that at the fag end of his service, at the time of superannuation he submitted an application for rectification of his date of birth but the management after considering the facts rejected his application vide letter No. KA/APM(IC)/C-6/DOB/27/2389 dated 13.03.2015 (Exhibit M-5). Learned advocate urged that the workman is not entitled to any relief and his prayer for payment of wages for five months on account of loss of wages due to premature superannuation and other consequential reliefs is liable to be dismissed.

11. I have considered the arguments advanced by the aggrieved workman and learned advocate for the management in light of the facts and circumstances of the case and evidence adduced. Undisputedly, the date of birth of the workman was recorded in the Service record, Form 'B' Register and Identity Card as 1955 instead of his complete date of birth. The workman received Service Record Excerpt in the year 1987 but did not raise any objection against the date of birth appearing as 1955. After passage of 34 years from his appointment in the year 1977 he submitted an application before the management of the company on 24.12.2011 for correction of his date of birth, stating therein that his date of birth is 18.11.1955 but it has been wrongly recorded as 01.07.1955. On a perusal of Exhibit W-1 and W-2, which are duplicate copies of Admit Cards of Prabir Kumar Mondal issued by West Bengal Board of Secondary Education, it appears that his date of birth was recorded as 08.11.1955. The management of ECL had considered the proposal of correction of date of birth in respect of Prabir Kumar Mondal and communicated to him that Competent Authority is not agreed for correction of date of birth. Copy of the letter is produced as Exhibit M-5. From the evidence on record, it appears that the workman has already superannuated from service w.e.f. 01.07.2015 and he raised this Industrial Dispute after his superannuation in the year 2016. It is well settled law that the date of birth should be rectified at the earliest point of time and the workman should not be permitted to seek relief of his age at the fag end of his service. In the case **Guddappa Ningappa Kolaji Vs. The Management of Grasim Industries [W.P. No. 146666 of 2020]**, the Hon'ble High Court of Karnataka in the writ petition relying upon a decision of the Hon'ble Supreme Court of India in the case of **Bharat Coking Coal Limited and Others Vs. Shyam Kishore Singh [AIR (2020) SC 940]**, held that the employee cannot be permitted to seek change of date of birth, appearing in the Service Register after his retirement. In the instant case the workman has raised the dispute after his superannuation, seeking rectification of his date of birth which is not justified and is not permissible. The workman had full knowledge that his year of birth was recorded in the Service Record, Form 'B' Register and Identity Card of the company which he was carrying with him. In 34 years of his service, he made no attempt seeking rectification of his date of birth. The workman therefore is disentitled to any relief for rectification of his date of birth in the service record after superannuation. In view of my above discussion, I hold that there is no merit in the claim of the workman at this belated stage and the Industrial Dispute is liable to be dismissed.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1406.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **ब्यूरो ऑफ़ सिविल एविएशन सिक्योरिटी; इटीए इंजीनियरिंग प्राइवेट लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री राजवीर** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स न.-108/2014)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.07.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-99]

दिलीप कुमार, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1406.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 108/2014)** of the **Central Government Industrial**

Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bureau of Civil Aviation Security; ETA Engineering Pvt. Ltd.** and **Shri Rajveer** which was received along with soft copy of the award by the Central Government on 24.07.2025.

[No. Z-16025/04/2025-IR(M)-99]
DILIP KUMAR**,** Under Secy.

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

I.D. No. 108/2014

Sh. Rajveer vs. Bureau of Civil Aviation Security and Anr.

Sh. Rajveer, S/o Sh. Ram Charan
R/o C/o Sh. Shashi Kumar,
Gali No.3, Block-D,
Near Purana Shiv Mandir,
Rangpuri Extn., Mahipalpur,
New Delhi.

…Applicant/Claimant

Versus

1. **Bureau of Civil Aviation Security**

   Through Manager, Plaintiff-3, IGI Airport Airport-37

2. **ETA Engineering Pvt. Ltd.**

   ETA House B-13, Sector-63, Noida, U.P.-201307.

…Managements/respondents

Counsels:

For Applicant/ Claimant*:*

Sh. Narendra Kumar, Ld. AR.

For Managements/Respondents:

None for management-1 (Bureau of Civil Aviation).

Sh. Abhay Singh, Ld. AR for management-2 (ETA Engineering Pvt. Ltd).

Award

30.06.2025

The present application has been filed **under Section 2-A of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act').** The claimant claims to be a peace-loving and law-abiding citizen of India. He was appointed as an HVAC Assistant with the management w.e.f. 10.01.2011 on a monthly salary of Rs. 6,084/- (Rupees Six Thousand and Eighty-Four only).

Upon successful completion of the six-month probation period, the management confirmed the service of the workman/claimant w.e.f. 01.06.2011 vide office letter dated 11.11.2011, appreciating his hard and devoted service. His salary was increased to Rs. 14,508/- (Rupees Fourteen Thousand Five Hundred and Eight only) upon confirmation. The workman worked honestly, sincerely, and with full devotion to his duty, without giving any cause for complaint.

However, on 21.02.2013, he was fined Rs. 1,000/- for the first time on the charge of walking on a belt, which he claims was baseless. On the same day, his services were terminated. He claims to have approached the management repeatedly to allow him to resume duty, but was not permitted to do so. Accordingly, after exhausting legal remedies, he filed the present claim praying that his termination be declared unlawful and illegal, and he be reinstated with full back wages.

In response, **Management-1** filed its written statement. It submitted that the Bureau of Civil Aviation Security (BCAS) is a regulatory body responsible for the implementation, enforcement, and regulation of civil aviation security at civil airports in India. RDCOS, BCAS is the regional office responsible for security functions at Delhi Airport. It stated that in practice, the employer forwards duly filled and signed forms to RDCOS, BCAS along with requisite documents to enable issuance of Aerodrome Entry Pass (AEP), but BCAS has no locus standi concerning the terms of employment or duties of any individual at the airside. Therefore, it submitted that the claim against it be dismissed as there doesn't exist any employer-employee relationship between them and the claimant.

Management-2 also filed the written statement, taking preliminary objections stating that claim petition is not

maintainable before this tribunal and is liable to be dismissed as misconceived. It alleged that the claimant misbehaved with a female staff member at T-3, IGI Airport, New Delhi, and thereafter chose to abandon his services, and therefore, the present claim is without any merit. On merits, it didn't dispute the claimant's employment. Its only defence was that the claimant committed misconduct and abandoned the services of the company himself.

Rejoinders to the written statements of both managements were filed by the claimant, wherein he denied the averments made by the managements and reaffirmed the assertions made in his claim statement.

After completion of the pleadings, following issues had been framed:

- Whether the claim petition is maintainable under I.D. Act? If so, its effect?
- Whether this tribunal has jurisdiction to try instant Industrial Dispute? If so, its effect?
- Whether workman is entitled to be reinstated in service with full back wages along with other benefits including continuity in service? If so, its effect?

  Whether workman is entitled for compensation for his illegal termination along with bank interest on the pending wages till date.

To prove his case, the claimant entered the witness box and relied upon three documents:

- Appointment letter issued by ETA Engineering Pvt. Ltd. (Management-2) (Ex. WW1/1).
- Confirmation letter issued by ETA Engineering Pvt. Ltd. (Ex.WW1/2).
- Appreciation letter issued by Home Tech Services Pvt. Ltd. (Ex. WW1/3).

During cross-examination, he admitted that his salary for December 2012 was paid on his last working day, i.e., 21.02.2013. He also admitted that he was fined Rs. 1,000/- on 21.02.2013. However, he denied having misbehaved with any female staff member at the IGI Airport site or that he had voluntarily left the company after the incident.

Management-1 filed affidavits of two witnesses, Sh. Yudhvir Singh, sub-inspector, and Sh. Rupesh Singh Diler, inspector, both posted at the office of the Regional Deputy Commissioner of Security, Bureau of Civil Aviation Security, however, neither has appeared before the tribunal for deposition, and hence their affidavits hold no evidentiary value.

Management-2 initially examined Sh. Vinod Rana, but during the pendency of proceedings, he passed away. Management-2 sought and was granted permission to examine another witness and filed an affidavit of Sh. Israr Ahmad. However, it later submitted that it no longer wished to examine him, and the affidavit was treated as withdrawn.

The claimant's case entirely rests on the documents exhibited by him. The claimant's claim is that his services were terminated illegally and without assigning any reason on 21.02.2013 in violation of section 25F of the Act, and he has remained unemployed ever since. Nothing substantial was made out in his cross-examination to rebut this. The claimant categorically denied the allegation of misconduct and reiterated that he was not permitted to resume duty.

In its defense, the management-2 failed to produce any evidence to substantiate that the claimant voluntarily left the job or committed any misconduct.

In light of the above discussion, my issue-wise findings are as follows:

Issue no.-1

The proceedings are held to be maintainable before this tribunal because the claimant was employed as an 'HVAC Assistant' and the managements have not produced any evidence to prove that the claimant doesn't fall within the definition of 'workman' as defined under section 2(s) of the Act.

Issue no.-2

It is an admitted fact that the claimant was an employee of management-2 whose office is situated in Noida, U.P. Therefore, it is held that this tribunal has jurisdiction to adjudicate the present dispute.

Issue no.3 and 4

The claimant's case is that his service was terminated by Management-2 without assigning any reason or giving any prior notice, in violation of Section 25F of the Act.

Section 2(oo) defines the term 'retrenchment', while Section 25F of the Act sets out the conditions to be complied with by an employer before retrenching a workman. The definitions under Section 2(oo) and Section 25F of the Act are as follows:

[(oo)] "Retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[(bb)] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry, or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill-health.

Section 25F –Conditions precedent to retrenchment of workmen: ***No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—***

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the* notice*;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

From the perusal of the above sections, it is clear that in industrial law, there is no absolute protection against retrenchment under the Industrial Disputes Act, 1947. An employee can be retrenched by an employer if certain conditions are fulfilled. The first exception has been provided within the definition itself, namely when the a workman is terminated by way of disciplinary action. Other exceptions include voluntary retirement, superannuation as per contract, non-renewal or termination of a contract on its expiry, and termination due to continued ill-health.

The entire case of the claimant rests on the fact that his services were terminated illegally and without assigning any reason. Management-2's case is that the claimant was fined Rs. 1,000/- because he was found misbehaving with a female staff member at T-3, IGI Airport, New Delhi. However, to substantiate its defence, Management-2 failed to produce any witness for cross-examination, nor has it been stated anywhere that a domestic enquiry was held against the claimant. Mere bald assertion does not give the management any leverage to escape liability. Moreover, if a workman is to be punished, an enquiry is mandatory prior to imposing such punishment. In this case, neither was an enquiry proved, nor did any witness appear to support the allegation that the claimant had misbehaved with any female staff.

Coming to Section 25F of the Act, although Management-2 took the defence that the claimant abandoned his services, it failed to produce any record in this regard. Therefore, the question of compliance with the mandatory provisions of Section 25F before retrenching the claimant does not arise.

The Hon'ble Supreme Court in ***Nand Kishore Yadav v. State of Punjab*, AIR 1981 SC 2045,** held that:

"*If the employer takes the plea that the workman has abandoned his service, the burden of proof lies on the employer to establish such abandonment by cogent and reliable evidence. Mere absence from duty does not amount to abandonment unless it is proved that the workman had no intention to return to work."*

In another matter, ***G.T. Lad v. Chemicals & Fibres India Ltd.*, (1979) 1 SCC 590,** the Apex Court expressed similar views.

During cross-examination, the claimant denied that he voluntarily left the company and stated that he regularly approached the management to allow him to resume duty, but was denied. On the other hand, Management-2 alleged that the claimant misbehaved with a female staff member and abandoned service, but failed to produce any evidence to substantiate either claim. No domestic enquiry was conducted, nor was any notice issued to the claimant regarding misconduct or abandonment.

In view of the above facts and Management-2's failure to prove either abandonment or misconduct, and the claimant having made a prima facie case of termination without notice, the termination is held to be **illegal**.

As far as Management-1 is concerned, the claimant has not stated that he was employed by Management-1. His case is that he was deployed by Management-2. Therefore, **no relief** can be granted to the claimant against Management-1, due to the **absence of an employer-employee relationship**.

Now, the question that arises is what relief the claimant is entitled to. As a general rule, when termination is declared illegal, the appropriate relief is **reinstatement with full back wages**. However, much time has already passed and there is no positive evidence that the claimant was unemployed since his termination from service. It is held by the Hon'ble Supreme Court of India in the case titled as **Employers, Management of central P & D Inst. Ltd. Vs Union of India & Another, AIR 2005 Supreme Court 633** that it is not always mandatory to order

reinstatement even after the termination is held illegal. Instead, compensation can be granted by the industrial adjudicator. Similar views were expressed by Hon'ble High Court of Delhi in the case titled as **Indian Hydraulic Industries Pvt. Ltd. Vs. Kishan Devi and Bhagwati Devi & Ors., ILR (2007) Delhi 219** wherein it was held by the court that even if the termination of a claimant is held illegal, the industrial adjudicator is not supposed to direct reinstatement along with full back wages and the relief can be moulded according to the facts and circumstances of each case and the court can allow compensation to the claimant instead of reinstatement with back wages. The same view has been expressed by the Apex Court in **Maharashtra State Road Transport Corporation vs. Mahadeo Krishna Naik 2025 Latest Caselaw 157 SC** stating that upon dismissal, being set aside by a court of Law, reinstatement with full back wages is not an automatic relief. In some cases, lump sum compensation is a better relief.

Given these circumstances, a lump sum compensation of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** is considered an appropriate relief. Hence, management-2 **(ETA Engineering Pvt. Ltd.)** is hereby directed to pay a compensation of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** to the claimant within two months of notification of this award, failing which the management shall also pay interest @ 8% per annum on the aforesaid amount from the date of award till the date of realization. A copy of this award be sent to the appropriate government for notification under section 17 of the Act. The file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 30.06.2025

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1407.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एम्प्लाइज प्रोविडेंट फण्ड आर्गेनाइजेशन; रॉयल इंडस्ट्रीज सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री निशांत हेमकांत फटाके** के बीच अनुबंध में निर्दिष्ट **औद्योगिक अधिकरण एवं श्रम न्यायालय, सोलापुर, पंचाट (रिफरेन्स न.-08/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.07.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-93]

दिलीप कुमार, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1407.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 08/2017)** of the **Industrial Tribunal cum Labour Court, Solapur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Employees Provident Fund Organisation; Royal Industries Services** and **Shri Nishant Hemkant Phatake** which was received along with soft copy of the award by the Central Government on 24.07.2025.

[No. Z-16025/04/2025-IR(M)-93]

DILIP KUMAR, Under Secy.

ANNEXURE

Received on : 27/06/2017.
Registered on : 27/06/2017.
Decided on : 14/11/2024.
Duration : Y. M. D.
06 05 17

BEFORE THE MEMBER INDUSTRIAL COURT, SOLAPUR.

(Presided over by Shri.P.P.Rajvaidya)

REFERENCE I.T. NO.8/2017. **Exh-O.**

(CNR No.MHIC130001922017)

1.The Employees Provident Fund Organization, }
Surwase Towers, Railway Lines, Solapur. }
Notice/Summons be served on }
Regional P.F. Commissioner }
2.Employees Provident Funds Organization (Regional), }
Near Cantonment Office, Golibar Maidan, Pune. }
3.Royal Industries Services, }

Royal Plaza, Murarji Peth, }
Near Hotel Panchali, Solapur 413001. }
(Notice/Summons be served on Mr. Somvanshi). }**...FIRST PARTY.**

Versus

Mr.Nishant Hemkant Phatake, }
Age.39 Years, Occu.:Unemployed, }
H.No.411, Budhwar Peth, Solapur. }**...SECOND PARTY.**

Shri.Kanaki, learned advocate for the First Party Nos.1 & 2.

Shri.R.V.Damle, learned advocate for the First Party No.3.

Shri.V.R.Deshpande, learned advocate for the Second Party.

AWARD

(Passed on 14/11/2024)

1. On the basis of Certificate issued under Section 2-A of Industrial Disputes Act, 1947 by the Regional Labour Commissioner Pune, the Second Party has approached this Court and filed this reference.

2. In brief, case of the Second Party, as pleaded in the statement of claim, may be stated as under;

First Party No.1 is Provident Fund Office Solapur (here-in-after referred to as PF office) having a coverage for Solapur, Osmanabad & Latur Districts under Employees Provident Fund & Miscellaneous Provisions Act. Various employers are under statutory obligation to deposit provident fund and contribution for family pension in each month with First Party Nos.1 & 2 in respect of every employee by maintaining the record. To carry out and perform their various activities, First Party Nos.1 & 2 need services of several employees on various posts at their office. Large number of industries, establishments & employers have been covered by the Solapur office by allotting separate Codes.

3. Second Party was appointed at PF office in July 2004 as a Peon/ Sepoy and he has rendered continuous & uninterrupted service with the said office since then. He has performed the daily works of cleaning tables in the office, storing water, filing the various documents in different Files, giving the Files to the clerks & officers as per requirements, making entries in Cash & Pension Registers, sewing & binding Form No.24 & Form No.9, reading cash scroll and writing cheque numbers on the backside of cash scroll alongwith dates etc.. Second Party was performing those works as per the directions & instructions given by the Superiors on daily basis. The works which the Second Party was performing is of perennial nature and is available on day-to-day basis. Said work is integral part & parcel of day-to-day functioning of PF office. Said office has issued office notes, orders, work arrangement orders and had directed the Second Party to perform the work of searching Files & keeping 5,000 Files serially, preparing new Pension Files & PPO, reconciliation of old Pension Files, preparing Form No.24 of old Files, sorting of new PPO bank wise & branch wise, lamination of certificates, preparing new scheme certificates & Pension Files etc. from time to time. Second Party had attended said work even on holidays. Those works will be available with PF office till said office is in existence.

4. Though the work of permanent & perennial cannot be allotted to labour contractors as per provisions of Contract Labour (Regulation & Abolition) Act, 1970 (for short CLRA Act), it was given illegally to labour contractors. At the time of registration and at the time of taking the licences for principal employer & labour contractor, First Party Nos.1 to 3 have stated to Registering Authority that they will provide the work of housekeeping only on contract basis which is of intermittent & temporary nature though said work is not of that nature. First Party Nos.1 & 2 have allotted the work of perennial & continuous nature to contractor's labour i.e. to the Second Party. The tactics of employing Second Party under sham & bogus labour contract is used only to give bypass and go bye to the provisions of various Labour Laws & Regulations with sole intention to deny the right of permanency to the workers like Second Party. Said illegal *modus operandi* was used to facilitate the forbidden hire & fire policy which is only a smokescreen and eyewash having no legal basis, foundation and sanctity.

5. Second Party has worked continuously at the PF office for more than 240 days in each year from July 2004 without any break despite which, his services have been terminated by oral order dtd.10/8/2016 without giving any prior notice, notice-pay in lieu thereof or retrenchment compensation. Seniority list was not prepared & published before termination of Second Party and any opportunity of hearing was not given to him as per principles of natural justice. There was no legal, valid and reasonable ground for his oral termination. The work which the Second Party

was performing has been allotted to other labours of the same contractor after his termination. Service of Second Party has been terminated only to deny legal & justifiable right of permanency/regularization in service though he is entitled for it immediately on completion of 240 days service as per the provisions of Standing Orders & Circulars. Second Party had met Shri.Sudhakar Bhosle of PF office several times after his termination and said Shri.Bhosle had promised to take back the Second Party in service by taking into consideration his past meritorious service hence, Second Party had not issued the demand notice immediately after his termination.

6. On these grounds, Second Party has prayed to allow the reference & answer it in the affirmative, to direct the First Party to reinstate him in service with full back wages and continuity of service, to direct the First Party to grant status of permanent/regular employee on him from the date of completion of 240 days service at PF office and to direct to pay him the difference of the wages & allowances accordingly with interest @ 12% per annum so also, to direct the First Party to pay the difference between actually paid wages along with 12% interest and wages paid to permanent workers with retrospective effect.

7. First Party Nos.1 & 2 have resisted the statement of claim by filing written statement below Exh.C-4. By denying most of the allegations made against them in the statement of claim, First Party Nos.1 & 2 have contended that Second Party was not their employee and he was not appointed by First Party No.1 and thus, there is no employer-employee relationship between First Party No.1 and Second Party. It is contended that the work is of supportive & ancillary nature and it does not involve any primary official work done by the PF office. It is further contended that the system of official procedure was appropriately followed by First Party No.1 for engaging the Second Party through First Party No.3 and Second Party had agreed on 29/3/2017 before Regional Labour Commissioner (Central) Pune in the case filed by him that he has been employed by First Party No.3 so also, he is willing to work with First Party No.3 wherever the work is available but now he is falsely claiming to be the employee of First Party No.1.

8. First Party Nos.1 & 2 have contended that First Party No.1 has never terminated the Second Party, First Party No.3 has provided some other work to the Second Party at some other place but Second Party has denied to work there. It is contended that Shri.Sudhakar Bhosale has never promised the Second Party for taking in service. It is contended that documents referred to by Second Party were never maintained by the PF office, Second Party was employed by First Party No.3 and First Party No.1 has no role to play regarding the employment status of Second Party. On these grounds, First Party Nos.1 & 2 have claimed rejection of the statement of claim.

9. First Party No.3 has resisted the statement of claim by filing written statement below Exh.CA-9. By denying most of the contents made in statement of claim, First Party No.3 has contended that it is doing a business of supply of manpower for housekeeping to various industries and Second Party is working with the First Party No.3 in the said contract. It is contended that First Party No.3 had taken part in the process as per the tender published by First Party Nos.1 & 2 and had accepted the work. It is contended that the tenure of last tender of First Party No.3 was up to 31/03/2017, First Party No.3 had supplied security guards, sanitation staff & housekeeping staff to the PF office and Second Party was doing the said tender work during the contract period from 1/9/2010 to 1/3/2015 and thereafter from 01/05/2016 to 10/08/2016. First Party No.3 has contended that Second Party himself has left the job on 10/8/2016. First Party No.3 has denied that services of Second Party were orally terminated. It is contended that Second Party cannot claim the job of his choice as he was appointed in various contract works and he has not been terminated by First Party No.3. It is contended that after completion of tender period, contract work of the First Party No.3 has come to an end. On these grounds, by contending that there is no cause of action for filing this reference, First Party No.3 has claimed rejection of the reference.

10. My learned Predecessor has framed Issues below Exh.O-3. I recorded my findings on those issues for the reasons stated thereunder;

ISSUES	**FINDINGS**
1.Whether the Second Party proves that he is entitled for reinstatement with full back wages with First Party?	…Partly yes.
2.Whether the Second Party is entitled for the rights of permanency/regularization with Solapur Provident Fund Office?	…Partly yes.
3.Whether the Second Party proves that it is entitled for difference of wages as given to permanent employees of the Provident Fund Office?	...No.
4.Whether the Second Party proves that there exists employer-employee relationship between First Party No.1 and the Second Party?	

	...Yes.
5.Whether the Second Party proves that this Court has jurisdiction to try the present Reference?	...Yes.
6.Whether the Second Party is entitled for the reliefs claimed?	...Partly yes.
7.What order?	...As per final order.

REASONS

11. In support of his claim, Second Party has examined himself by filing his affidavit in lieu of examination-in-chief at Exh.UW-1. Besides it, Second Party has produced copies of muster rolls for showing his attendance from year 2010 to 2016 at Exh.U-10 and Certificate dtd.13/4/2017 issued by Regional Labour Commissioner under Section 2A of Industrial Disputes Act at Exh.U-11. Being summoned by Second Party, RSV Labour Contractor & Services has produced letter at Exh.U-14 stating therein that it had supplied manpower to PF office on contract basis from 01/04/2007 to 31/08/2010 and Second Party was one amongst those labours. Second Party has also produced copies of letters addressed to PF Office by labour contractors and copies of applications filed by him under RTI Act, copy of his ID Card etc. with Exh.U-6. Being called upon by Second Party, Juni Mill Bekar Kamgar Varasdar v Janhit Sangharsh Samiti Solapur has produced the record showing that Second Party was working at PF office on contract basis as per the contract entered into between the said Samiti and the Solapur PF office for a period from 01/03/2004 to 31/03/2007.

12. First Party Nos.1 & 2 have examined two witnesses on their behalf viz. Shri.Thakur by filing his affidavit in lieu of examination-in-chief at Exh.CW-1 and Shri.Lakhole by filing his affidavit in lieu of examination-in- chief at Exh.CW-2. Besides it, First Party Nos.1 & 2 have produced copy of agreement dtd.01/05/2016 entered into between Royal Industries and PF office at Exh.C-11, copy of CLRA Act at Exh.C-12, letter issued by Regional PF Commissioner at Exh.C-13 and copy of approval letter issued by Regional PF Commissioner alongwith copies of the proceedings taken place before Conciliation Officer at Exh.C-14.

13. First Party No.3 has not examined any witness on its behalf.

14. I have heard learned advocate Shri.V.R.Deshpande for Second Party, learned advocate Shri.A.S.Kanki for First Party Nos.1 & 2 and learned advocate Shri.R.V.Damle for First Party No.3.

AS TO ISSUE NOs.(1) TO (6):

15. All the issues are taken together for consideration. Learned advocate for First Party Nos.1 & 2 argued that Second Party was not appointed by First Party Nos.1 & 2 and Second Party was working with First Party No.1 as a contract employee appointed by the contractors hence, there was no employer-employee relationship between First Party Nos.1 & 2 and the Second party due to which, this Court has no jurisdiction to decide the reference under the provisions of Industrial Disputes Act. He argued that entire control over the work of the Second Party was of labour contractors, payment to the Second Party was being made by the labour contractors only & Second Party had admitted in clear terms before the Labour Commissioner Pune that he is ready to work for labour contractor at any place wherever the work is available. He argued that PF office is office of Central Government where no appointment can be made without following recruitment process, grounds raised in statement of claim are not sufficient to accept the prayers made therein hence, reference shall be answered in the negative.

16. Learned advocate for First Party No.3 argued that in view of the admissions given in cross-examination by the second party, it is clear that First Party has no role in discontinuing the services of the second party. He argued that second party was working with First Party Nos.1 & 2 as a contract labour supplied by First Party No.3 as per the agreement and necessary wages have been paid to the second party for the work performed by him.

17. As against this, learned advocate for Second Party argued that Second Party had taken up the matter to Regional Labour Commissioner Pune and as the conciliation had failed, said authority has issued Certificate under Section 2-A of the Industrial Disputes Act for enabling the Second Party to approach the Labour Court/Industrial Court at Solapur for adjudication of the industrial dispute. He argued that Second Party has worked for First Party No.1 continuously for a long period, the work is of perennial nature which cannot be performed through labour contractors yet, by executing sham & bogus agreements, PF Office has exploited the Second Party by paying meager wages as compared to the regular employees who were performing similar type of work. He argued that PF Office & Labour Contractors are not registered under CLRA Act hence, the agreements are bogus due to which, Second Party is employee of PF office hence, the objection as to jurisdiction of this Court raised by First Party Nos.1 & 2 is not

sustainable. He further argued that agreements entered into with labour contractors by PF office from time to time are sham, bogus & camouflage with a view to deny the legitimate rights of permanency of the Second Party. He argued that services of the Second Party are illegally terminated without following provisions of Section 25(F) & Section 25(H) of Industrial Disputes Act. In support of his argument, learned advocate for Second Party has placed reliance on the following authorities;

i) ***Judgment dtd.04/03/2010*** of ***Hon'ble Bombay High Court*** in a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd. Vs. The General Secretary, General Employees Association & Ors (Writ Petition No.4814/2009.),***

ii) ***Judgment dtd.23/02/2023*** of ***Hon'ble Karnataka High Court*** in a case of ***The Mysore Electrical Industries Ltd Vs. Engineering & General Workers Union No.2 (Writ Petition No.3788/2012),***

iii)***R.K.Panda Vs. Steel Authority of India*** reported in ***(1994)5 SCC 304,***

iv)***Power Grid Corporation Vs. 17 Workers*** reported in ***2014(140) FLR 93.***

v) ***Judgment dtd.12/03/2024*** of ***Hon'ble Supreme Court*** in a case of ***Mahanadi Coalfields Ltd. Vs. Brajrajnagar Coal Mines (Civil Appeal Nos.4092-4093/2024.***

I have gone through those authorities.

18. In a case of ***The Mysore Electrical Industries Ltd*** cited above, Hon'ble Karnataka High Court has extensively dealt with the provisions of Section 10 of the CLRA Act. In para-20 of the Judgment, Hon'ble High Court had formulated four questions for consideration. While answering question No.1 framed as "Whether a Notification under Section 10(1) of CLRA Act is a prerequisite for the Industrial Tribunal to have jurisdiction to decide the matter relating to reinstatement, regularization of services of contract labour?", Hon'ble Karnataka High Court has held as under;

21.5 A perusal of Section 10 would indicate that the State Government can in certain cases prohibit contract labour which would necessarily mean that it is only as regards the areas where State Government by exercise of powers under Section 10 can prohibit itThe reference made by Shri.H.N.Muralidhar, learned counsel as regards Section 10, in my considered opinion, is completely misconceived inasmuch as Section 10 relates to prohibition of contract labour in certain industries. The submission of Shri.Muralidhar that unless there is prohibition by notification under Section 10, an employer can engage contract labour, is according to me again misconceived. Merely because there is no notification under Section 10 of CLRA, the same would not permit an employer who is not registered under Section 7 to enter into a contract for contract labour with a contractor who is not registered under Section 12. The requirement of Section 7 and 12 are to be complied with irrespective of whether there is a notification under Section 10 or not.

21.6 Section 10 only prohibits an engagement of a contract labour and would have no bearing and is not a prerequisite for a workman who is engaged by employer under a contract to raise a dispute for redressal of his grievance.

21.7 In the present matter, the facts on record and which are not in dispute indicate that the workman had been engaged by the employer and were working with him, subsequently their services were shifted by the employer to certain agencies without their consent and they were regarded as contract labour. It is also on record that employer has not registered himself under Section 7 of CLRA and the contractor has not registered under Section 12 of CLRA, let alone the labour being registered under the contractor as contract labour. Thereafter the contractor terminated the contract which was accepted by the employer resulting in the workers being without employment. The Tribunal has come to a categorical finding that the so-called agreement between the employer and contractor is a sham agreement entered into with the sole purpose and intention of making payment of lesser amount to the workers.

19. In a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd Vs. The General Secretary, General Employees Association*** cited above, Hon'ble Bombay High Court has considered the aspects required to determine whether the contract is a contract of service or not and whether the concerned employee is employee of contractor or principal employer. It would be just to reproduce here para 49 to 54 from the said Judgment.

49. Determination of the vexed questions as to whether a contract is a contract of service or not a contract for service and whether the concerned employees are employees of the contractors or the principal employer has never been an easy task. No decision had laid down any hard and fast rule nor is it possible to do so. The question in each case has to be answered having regard to the facts involved therein. No single test-be it control test, or any other test has been held to be the determinative factor for determining the jural relationship of employer and employee.

50. In spite of the obvious importance of the distinction between an employee and an independent contractor, the tests to be applied are vague and may, in a borderline case, be difficult to apply. Historically, the solution lay in applying the control test, i.e. could the employer control not just what the person was to do, but also the manner of his doing it i.e. 'how'- if so, that person was his employee. In the context in which it mainly arose in the nineteenth century, of domestic, agricultural and manual workers, this test had much to commend it, but with the increased sophistication of industrial processes and the greater numbers of professional and skilled people being in salaried employment, it soon became obvious that the test was insufficient (for example in the case of a doctor, architect, skilled engineer, pilot, etc.) and so, despite certain attempts to modernize it, it is now accepted that in itself 'control' is no longer the sole test, though it does remain a factor and perhaps, in some cases, a decisive one.

51. In the search for a substitute test, ideas have been put forward of an 'integration' test, i.e. whether the person was fully integrated into the employer's concern. In the present case, looking to the fact that the workers have been working for such a long time in the establishment of the Petitioner, it can be said that they are fully integrated in the Petitioner's establishment.

Once again, integration is not now viewed as a sufficient test in itself, but rather as a potential factor which may be useful in allowing a Court to take a wider and more realistic view. The modern approach has been to abandon the search for a single test, and instead to take a multiple or pragmatic approach, weighing all the factors for and against a contract of employment and determining on which side the scales eventually settle.

52. The control test and the integration tests, therefore, are not only factors which can be said to decisive. With a view to elicit the answer, the Court is required to consider several factors which would have a bearing on the result including (a)who is appointing authority i.e. contractor or principal employer; (b)who is the paymaster; (c)the extent of control and supervision; (d)who directs 'how' the job is to be done; (e)nature of establishment. Thus, many factors have a bearing on the result. Who is paymaster, who can dismiss, how long the alternative service lasts, what machinery is employed, have to be kept in mind. The expressions used in any individual case must always be considered in regard to the subject. However, amongst the many tests suggested I think that one of the most satisfactory, by which to ascertain who is the employer at any particular time is to ask who is entitled to tell the employee the way in which he is to do the work upon which he is engaged. In the present case, the evidence on record shows that it was the officers of the Petitioner who told the workers what work is to be done and how it is to be done.

53. It needs to be highlighted that post abolition tests to be applied are laid down in para 125(5) of the Judgment of the Constitution Bench of the Supreme Court in the case of Steel Authority of India Ltd and others Vs. National Union Waterfront Workers and others reported in (2001)7 SCC 1. In the said decision, it is observed that on issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial Legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employee of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose. If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition. In the present case, from the evidence I find that all the tests which are required to be applied as per law declared by the Supreme Court are fulfilled and Tribunal has rightly directed these workers to be regularized.

54. The learned counsel for the respondent relied upon the decision in Indian Oil Corporation Ltd v Union of India and Ors (2009 I CLR 659), wherein it is observed as under;

"In the light of the decision is Umadevi's case, the earlier decision in Steel Authority of India's case would be confined only to private sector and contract workers in State or public sector undertaking will not be entitled to claim regularization even if the contract was sham and bogus and as such the order of reference ought to be set aside. In Umadevi's case the Court was not concerned with the provisions of the Contract Labour (Regulation and Abolition) Act and the power of the industrial adjudicator to grant appropriate relief in the reference under the Industrial Disputes Act. The Case does not even deal with the judgment in the Steel Authority of India's case. Both

operate in different fields and the decision in Umadevi's case does not deal with the question of reference and forum where rights will have to be adjudicated. Umadevi's case is concerned with relief and the industrial adjudicator is required to examine the said question. The respondent workmen cannot be denied reference at this stage. As to what relief will be granted is uncertain and depends upon the number of facts. This position is also clear from at least three Judgments, i.e. i. Mineral Exploration Corporation Employees Union Vs Mineral Exploration Corporation Limited and Anr.(2006 III CLR 956 SC), ii. Oil and Natural Gas Corporation Ltd Vs. Engg. Mazdoor Sangh (2007)1 SCC 250) and iii. Madhya Pradesh Administration V Tribhuban (2007)9 SCC 748).

20. By referring the law laid down by Hon'ble Supreme Court in a case of ***R.K.Panda Vs. Steel Authority of India*** cited above, Hon'ble Bombay High Court has held in the said Judgment that whether the contract labourers have become the employees of the principal employer in the course of time and whether the engagement and employment of labourers through a contractor is a mere camouflage & a smokescreen, is a question of fact and has to be established by the contract labourers on the basis of the requisite material. In para-57 of the said authority, Hon'ble Bombay High Court has observed as under;

"...From the evidence, it is seen that i] the management controls and supervises the work of the workmen, ii] the workers have been working for a very long period in the establishment of the petitioner; it can be said that they are integrated in the establishment of the petitioner, iii] though the responsibility is cast upon the contractors to make payment of wages, provident fund contribution etc, the entire payments were overseen by the Petitioner Management. Thus, even though the certain amounts were paid by the contractor, in the real sense, ultimately, it is the Petitioner Management which pays the amount; iv] in spite of change of contractors, neither the workmen were replaced nor fresh appointments were made. All these facts show that the contract was sham and bogus and a mere camouflage. On lifting the veil and looking to the conspectus of factors governing employment, the conclusion is that the real employer of the workers in the present petition is the petitioner."

21. In the said Judgment, Hon'ble Bombay High Court has referred to the decision of Hon'ble Apex Court in a case of Hindalco Industries Ltd wherein Hon'ble Supreme Court has held that (a)the workmen have been employed for long years and despite a change of contractors the workers continued to be employed in the canteen, (b)evidence on record established the ultimate control of management on the canteen employees, in such cases, the Court would be entitled to pierce the veil and arrive at a finding that the justification relating to appointment of a contractor is sham or nominal and in effect & substance there exists a direct relationship of employer and employee between the principal and the workmen. By making reference to those observations, Hon'ble Bombay High Court has held that *"In the present case also, both these aspects are found very much present. The material on record clearly shows that the activities of the workmen are ultimately controlled by the Company. Thus, considering all the mentioned factors cumulatively, it can safely be said that the Respondents Workmen are in fact the workmen of the Petitioners – Management. In these circumstances, the Tribunal was perfectly right in arriving at the conclusion that the contract is nothing but a paper agreement and granting relief"*.

22. Keeping in mind the legal position laid down in those authorities, I would go to discuss the evidence available on record. Before that, it would be apposite to consider the jurisdictional aspect based on law point only. It is an admitted fact that First Party Nos.1 & 2 are the offices established under the Employees Provident Funds Act which is a Central Act hence, appropriate Government is the Central Government. Learned advocate for Second Party drew attention of this Court to Section 10 of Industrial Disputes Act. Third Proviso appended to Sub-Section 1 of Section 10 provides that where the dispute in relation to which Central Government is appropriate Government, it shall be competent for that Government to refer the dispute to Labour Court or Industrial Tribunal, as the case may be, constituted by State Government. In view of the said provision, this Court is satisfied that the dispute referred to this Court by the Regional Labour Commissioner is within the jurisdiction of this Court. So far as relationship between First Party Nos.1 & 2 and Second Party is concerned, said aspect will have to be decided by taking into consideration the evidence adduced and produced by both the parties so also, the legal position laid down in the authorities cited above.

23. Second Party has reiterated most of the contents of his statement of claim in his affidavit of examination-in-chief. In his cross-examination taken on behalf of First Party No.3, Second Party has stated that he was not employed with First Party No.3, he is not terminated from the service by First Party No.3, he has no grievance against First Party No.3 and monthly salary was being paid to him by the First Party No.3. In the cross-examination taken on behalf of First Party Nos.1 & 2, Second Party has stated that PF office had appointed him by saying that contract to First Party No.3 has been given for record purposes. He has admitted in his said cross-examination that First Party Nos.1 & 2 had not given appointment letter to him and his appointment was not by following procedure of giving advertisement, taking examination and interviews. He has admitted that First Party Nos.1 & 2 had given letter to First Party No.3 for supply of workers. He has admitted that First Party Nos.1 & 2 used to give one single Cheque to First Party No.3 towards the salaries of the workers and First Party No.3 used to make payment of salary to him from the said amount by making deduction of ESI & PF contributions.

24. Witness Shri.Thakur of First Party Nos.1 & 2 has reiterated most of the contents of written statement of First Party Nos.1 & 2 in his affidavit of examination-in-chief. In the cross-examination taken on behalf of First Party No.3,

Shri.Thakur has admitted that First Party Nos.1 & 2 had given a contract during a period from September-2010 to 31/03/2011 for supply of workers by executing agreement with the labour contractor and the labour contractor had supplied workers as per said contract. In the cross-examination taken on behalf of Second Party, Shri.Thakur has admitted about the nature of work to be performed by PF office and the process undertaken daily for cleaning of the premises of PF office. Shri.Thakur has admitted in his cross-examination that the contract labours have to perform their works in the PF office only and the work of proper filing being performed by contract labours is being supervised by the concerned clerk in Billing Section of the PF office. He has stated in his cross-examination that he is not aware of the works being performed by the contract labours in the PF office before he joined the office in October-2021. He has admitted in his cross-examination that the work which the Second Party was performing in the PF office in year 2016 is still available. Shri.Thakur has expressed his inability to tell whether Solapur PF office has got itself registered under the CLRA Act.

25. Witness Shri.Lakhole of First Party Nos.1 & 2 has stated that First Party No.1 hires outsourced manpower as per requirement on annual basis through open tender system and agreement entered into with the contractual agency is being renewed annually. He stated that First Party No.3 had supplied outsourced manpower to First Party No.1 as per requirement on the basis of the contract, First Party No.1 had made payment of the salaries of those workers to First Party No.3 and it had not directly paid salary or wages to those workers hence, there was no employee-employer between the Second Party and First Party No.1. He stated that Section 10 of CLRA Act prohibits employment of contract labours in certain cases relating to the work of perennial in nature, First Party No.1 has not maintained muster rolls of the contract employees and it is the responsibility of the contractual agency to maintain it. He stated that Second Party was engaged through First Party No.3 and Second Party had agreed it so also, had agreed to work with the First Party No.3 as per the availability of work in the case filed before the Regional Labour Commissioner (Central) Pune.

26. In his cross-examination taken on behalf of the Second Party, Shri.Lakhole has admitted that there is no provision in Provident Funds Act to appoint employees through outsourcing and he never saw any document which would show that Delhi Head Office has authorized the Solapur PF office to make appointments of employees by outsourcing. He has admitted in his cross-examination that there is no reference in agreement dtd.01/05/2016 that the contractor shall appoint a supervisor to supervise the work of the contract employees. He admitted that officers of PF office used to supervise the work of the contract employees. He expressed his inability to tell that Second Party and other contractual employees were performing the work of Filing, record keeping and work related to Pension Department etc. in the PF office and their services were being utilized by PF office at the time of attachment & auction of properties of PF defaulting employers. He has admitted that payment was being made to the contractor on the basis of the actual working days of each contract labourer.

27. Copies of agreements available on record show that PF office used to enter into agreements with the labour contractors for supply of labourers at PF office for performing the works of housekeeping, sanitation, security guard and other miscellaneous type of works like helper specified in a category of unskilled workers. Second Party has come with a specific case that he was in continuous employment of First Party Nos.1 & 2 since year 2004 till his services came to be terminated by oral order on 10/8/2016. Contention of First Party Nos.1 & 2 is that contract was given to various labour contractors and services of the contract labourers supplied by those labour contractors were being utilized by PF office. Second Party had summoned the Juni Mill Bekar Kamgar Varasdar v Janhit Sangharsh Samiti Solapur for production of documents. Accordingly, said Samiti has produced letter at Exh.U-16 wherein, it is mentioned that said Samiti had taken a contract from PF office for supply of contract laboures from 01/03/2004 to 31/03/2007. It mentioned in the said letter that second party has worked as per contract at PF office under the supervision of PF office from 01/06/2004 to 31/03/2007. Post of Second Party is mentioned in the documents produced by the said Samiti with list Exh.U-18 as “Guard”. Said Samiti has also produced muster rolls which show the number of working days of the Second Party. First Party Nos.1 & 2 have neither disputed the entries in the documents produced by said Samiti nor adduced any evidence to rebut the entries in those documents.

28. On request of Second Party, witness summons was issued to R.S.V.Labour Contractor & Services. Said labour contractor has also produced documents with Exh.U-13. Letter produced at Exh.U-14 by the said labour contractor shows that second party was working at PF office from 1/04/2007 to 31/08/2010 as per the labour contract given to said contractor by the PF office. Said contractor has produced copies of bills raised by it with PF office for months March-2010 & April 2010. First Party Nos.1 & 2 have not disputed the genuineness of the documents produced by said labour contractor also.

29. Second Party has produced copies of Biometric report maintained by the PF office. He has also produced copy of handwritten muster roll for years 2010 to 2016. First Party No.1 & 2 have not denied the contention of First Party No.3 that second party was working with PF office as its contract employee during a period from 01/09/2010 to 01/03/2015 and thereafter from 01/05/2016 to 10/08/2016. First Party Nos.1 & 2 have neither disputed the genuineness of the documents nor adduced any evidence to disprove the contents of the documents produced by the Second Party for showing his working days at PF office. Having considered the documents available on record as mentioned above, it is clear that Second Party was continuously working at PF office for a long period from year 2004 to 10/8/2016 except for some period in between.

30. The witnesses of First Party Nos.1 & 2 have stated that Second Party was the employee of First Party No.3. They stated that First Party No.1 had no role to play in the employment of Second Party. Documentary evidence available on the record shows that PF office had entered into agreements with other labour contractors also than First Party No.3 and in spite of change of contractors, Second Party continued to work in the PF office for a long period. There is no material to show that either First Party No.3 or any of the labour contractor had entered into agreement with Second Party for making his appointment at PF office. Those aspects show that though the Second Party was shown to have appointed through labour contractors, his real appointing authority was the PF office.

31. Learned advocate for First Party Nos.1 & 2 submitted that entire control over the work of Second Party was of the labour contractors through whom, Second Party was employed on contract basis. There is no material to show that labour contractors either themselves or anybody on their behalf used to remain present at the PF office to supervise & control the work of the Second Party. Copies of agreements produced by the PF office show that duty hours of the contract employees were fixed whereby, contract employees were supposed to attend the work half an hour before the scheduled office opening time and to leave the office after half an hour of the scheduled closing office time. It shows that the work entrusted to Second Party was to be performed by him for more period than the scheduled daily office timings from which, it will have to be held that Second Party was performing the regular work and not temporary work as is stated by the witnesses of PF office. Furthermore, contents of the agreements show that PF office had the authority to terminate the services of contract employees in case of disobedience of the conditions on the part of contract employees which also shows that entire control over the work of the Second Party was of PF office. Considering those aspects, the argument of learned advocate for First Party Nos.1 & 2 is not acceptable that entire control over the Second Party was of the labour contractors.

32. As mentioned above, evidence on record shows that Second Party was working at PF office continuously for a period of more than 12 years though the contractors had changed. It has come in the cross-examination of witnesses of First Party Nos.1 & 2 that the work which the Second Party was performing is continuously available. There is no material to show that PF office had got itself registered under Section 7 of CLRA Act. First Party Nos.3 has placed on record copy of the Certificate of its registration obtained by it on 28/11/2013. Second Party is shown to have engaged at PF office through First Party No.3 initially in year 2009. There is no material to show that First Party No.3 had obtained necessary license under Section 12 of the CLRA Act that time. Furthermore, there is no material to show that PF office which is the principal employer had got itself registered under Section 7 of the said Act. Witnesses of First Party Nos.1 & 2 have expressed their inability to tell that First Party Nos.1 & 2 had got themselves registered under Section 7 for engaging labour contractors.

33. Thus, the evidence on record shows that necessary requirement of CLRA Act that both the employer & the contractor should be registered under Section 7 & 12 respectively had not been fulfilled for engaging contract labourers. Besides the said discrepancy, the evidence on record clearly shows that Second Party was performing work of perennial nature at the PF office under the control of the office bearers of PF office, his entire work was under the supervision of officers of PF office and said work is continuously available at the PF office. Witnesses of First Party Nos.1 & 2 have stated that the work which the Second Party was performing was of supportive & ancillary nature and it was not involving the primary office work being done by the PF office. However, evidence of the Second Party in respect of the nature of work to be performed by him has not been denied in any manner during his cross-examination. Second Party has stated that he was performing the work of cleaning tables, storing water, filing the various documents in different Files, giving Files to the clerks, sewing of the Form No.24 and Form No.9, searching of Files, reconciliation of old Pension Files, lamination of certificates etc.. Witnesses of First Party Nos.1 & 2 have admitted in their cross-examinations that the work which the Second Party was performing in the PF Office will be required to be performed till PF office is functioning. As the work was being performed by Second Party since last many years, it will have to be held that his work was an integral part of the overall work to be executed for the functioning of PF office.

34. Second Party has worked at the Solapur PF office continuously from year 2004 till 10/08/2016 hence, it will have to be said that Second Party is holding the necessary qualification of the post on which he was working. Second Party being working for such a long tenure, it can be said that the work is adequately available with the PF office. Again, evidence of Second Party that after terminating him from the employment, PF office has engaged other contract employees for performing the same work also shows that the work is continuously available with the PF office.

35. Witness Shri.Lakhole of First Party Nos.1 & 2 has stated that muster rolls, attendance registers and salary registers in respect of the Second Party are not maintained by First Party No.1 and the same were required to be maintained by First Party No.3 through whom, the manpower was hired. Second Party has placed on record the reports of biometrics maintained at the office of PF office wherein, attendance of Second Party has been to recorded for few months in Year 2016 hence, the evidence advanced in that regard by Shri.Lakhole cannot be accepted to be true. Learned advocate for First Party Nos.1 & 2 argued that Second Party was employee of First Party No.3 and Second Party had admitted it before Labour Commissioner during conciliation proceeding so also, the second party had admitted that he is ready to work for the labour contractor at any place. Such a statement appears to have recorded in the documents produced by First Party Nos.1 & 2 at Exh.C-14 however, said statement was not acted upon by the

Conciliation Officer. There is nothing in those documents to show that said statement was voluntarily made by the Second Party. It is the contention of the Second Party that he was told by PF office that agreements with labour contractors are entered into for paper work only.

36. Documents produced by the Second Party show that labour contractors had raised bills from time to time at the PF office by showing the post of the Second Party as a Guard. Second Party has also produced copies of muster rolls submitted to PF office by the labour contractor with the bills. It appears that attendance of the Second Party was being recorded in the muster rolls maintained by labour contractors for most of the time however, the fact remains that the payment was being made to the Second Party by PF office may be, on raising demands by the labour contractors. Contents of the agreements show that there was a condition that payment to the workers shall be made by deducting ESI & PF contributions. Those aspects show that PF office was the paymaster in the matter of making payment to the second party. Thus, besides having control & supervision over the work of the second party, PF office was the paymaster. Having considered those aspects, this court is of the opinion that Second Party was actually the employee of the PF office and the agreements entered into with the labour contractors by the PF office were sham and/or nominal agreements. I found force in the argument of learned advocate for Second Party that the tactics of employing Second Party under sham & bogus labour contract was used only to give bypass and go bye to the provisions of Labour Laws & Regulations with an intention to deny the right of permanency to the workers like Second Party.

37. Now the question for consideration is as to what relief can be granted in favour of the Second Party? It would be apposite to reproduce here the observations of Karnataka High Court in case of the ***Mysore Electrical Industrial Ltd...*** cited above. Hon'ble Karnataka High Court has held in the said Judgment as;

" 22.2 The finding of the labour court as regards the alleged transaction being a sham and camouflage has already been upheld in answer to point No.1 above. Once this court comes to a finding that the agreement is sham and camouflage, the workmen cannot be denied their just benefits. In the present case, there is no agreement at all, it is only a contention by the employer. The said contention is also sham and to cover of the liability of the employer to make payment of due amounts to the workmen. The Hon'ble Apex Court in SAIL's case as held that if a contract is found to be not genuine but mere camouflage, so called labour will have to treated as employees of the principal employer, who shall be directed to regularize the services of the contract labour in the establishment concerned subject to there being a vacancy and if there is no vacancy, if principal employers intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if found suitable and if it is necessary, by relaxing the conditions as to maximum age appropriately, taking into consideration the age of workmen at the time of there initial employment by the contractor and also relaxing the condition as to the academic qualification other than technical qualification."

38. Second Party has stated that he was not getting wages like the regular employees of PF office. He has prayed to direct the PF office to regularize his services on completion of 240 days service and to pay him difference in wages as like regular employees. Question had arisen whether the prayers for reinstatement and regularization in service can be considered simultaneously. Learned advocate for the Second Party drew attention of this Court to the Judgment of Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd*** cited above wherein, reliefs of reinstatement & regularization were granted.

39. Learned advocate for First Party Nos.1 & 2 tried to distinguish the said Judgment by submitting that it was found in the said matter that agreements with labour contractors were not executed at all whereas, PF office in this matter had entered into agreements with the labour contractors due to which, according to him, said authority is not helpful to the Second Party. Though the fact situation was like it in the said matter, it is not sufficient for accepting the argument of learned advocate for First Party Nos.1 & 2 for the reason that this Court has already reached to the conclusion that the agreements entered into with the labour contractors by PF office were sham and/or nominal.

40. Learned advocate for First Party Nos.1 & 2 vehemently argued that Second Party has admitted in his cross-examination that First Party Nos.1 & 2 had not given appointment letter to him and his appointment was not by following the procedure of giving advertisement, taking examination and interviews. He argued that PF office is the office of Central Government and no appointment on any post can be made in the said office without following the regular process of recruitment due to which, as the appointment of Second Party was not by following the recruitment process, no relief can be granted in favour of Second Party.

41. Similar argument was advanced before Hon'ble Bombay High Court in a case of ***General Manager…*** cited above by placing reliance on the celebrated Judgment of Hon'ble Apex Court in a case of ***Umadevi..*** While holding that said argument is not acceptable, Hon'ble High Court has held as;

"In Umadevi's case, the Court was not concerned with the provisions of the Contract Labour (Regulation and Abolition) Act and the power of the industrial adjudicator to grant appropriate relief in a reference under the Industrial Disputes Act in such cases. The case does not even deal with the Judgment in the Steel Authority of India's case. Both the decisions operate in different fields. So also in Umarani and National Fertilizers Ltd

(Supra), the facts were different, hence, they would not be applicable".

42. Considering those observations, argument of learned advocate for First Party Nos.1 & 2 is not acceptable. Having gone through the Judgment of Hon'ble Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd*** cited above, this Court is of the opinion that reference needs to be answered in the affirmative partly to the effect that Second Party is entitled for reinstatement in service at PF office Solapur. Evidence on record shows that second party has worked for 240 days or more in each year at the PF office from year 2004 till 10/8/2016 however, his prayer to regularize his services on completion of 240 days in an year for the first time cannot be accepted because there is nothing to show that provisions of Model Standing Orders are applicable to PF office. Again, claim of the Second Party is found acceptable as he has been made to work for years together as a contract employee though, there is bar to appoint contract employees through labour contractor for performing the work of perennial nature hence, his prayer to direct the First Party Nos.1 & 2 to pay him the difference cannot be accepted.

43. As Second Party has not worked at the PF office from 10/8/2016, in the facts & circumstances of the case, the criteria of *no work no pay* will have to applied and it would be just to hold that Second Party is not be entitled for any back wages. So far as the prayer for regularization in service is concerned, similar directions as like the directions given by Hon'ble Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd...*** can be given to the First Party Nos.1 & 2. Thus, for all the above mentioned reasons, by recording my findings on Issue Nos.(1) to (6) accordingly, I pass the following order.

ORDER

Reference is answered partly in the affirmative.

The Second Party shall be treated as employee of the First Party Nos.1 & 2.

First Party Nos.1 & 2 shall reinstate the Second Party in service without any back wages.

First Party Nos.1 & 2 shall regularize the services of the Second Party subject to availability of vacancy and in the event of there being no vacancy, as and when vacancy arises, the First Party Nos.1 & 2 shall give preference to the Second Party on the basis of his number in the seniority list of the contract employees, if he is found suitable by relaxing the conditions as to maximum age and academic qualification.

First Party Nos.1 & 2 shall maintain the seniority list of contractemployees, proper record of sanctioned posts, number of workmen posted to such sanctioned posts or number of vacancies as when the vacancies arise.

Inform the appropriate Government accordingly.

Date : 14/11/2024.

Dictated on : 14/11/2024.

P. P. RAJVAIDYA Member, Industrial Court, Solapur.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1408.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एम्प्लाइज प्रोविडेंट फण्ड आर्गेनाइजेशन; रॉयल इंडस्ट्रीज सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री सचिन बाबूराव भोगशेट्टी** के बीच अनुबंध में निर्दिष्ट **औद्योगिक अधिकरण एवं श्रम न्यायालय, सोलापुर, पंचाट (रिफरेन्स न.-09/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.07.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-94]

दिलीप कुमार, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1408.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 09/2017)** of the **Industrial Tribunal cum Labour Court, Solapur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Employees Provident Fund Organisation; Royal Industries Services** and **Shri Sachin Baburao Bhogshetti** which was received along with soft copy of the award by the Central Government on 24.07.2025.

[No. Z-16025/04/2025-IR(M)-94]

DILIP KUMAR, Under Secy.

ANNEXURE

Received on : 27/06/2017.

Registered on : 27/06/2017.

Decided on : 14/11/2024.
Duration : Y. M. D.
06 05 17

BEFORE THE MEMBER INDUSTRIAL COURT, SOLAPUR.

(Presided over by Shri.P.P.Rajvaidya)

REFERENCE I.T. NO.09/2017. **Exh-O.**

(CNR No.MHIC130001932017)

1.The Employees Provident Fund Organization, }
Surwase Towers, Railway Lines, Solapur. }
Notice/Summons be served on }
Regional P.F. Commissioner }
2.Employees Provident Fund Organization (Regional) }
Near Cantonment Office, Golibar Maidan, Pune. }
3.Royal Industries Services, }
Royal Plaza, Murarji Peth, }
Near Hotel Panchali, Solapur 413001. }
(Notice/Summons be served on Mr. Somvanshi). }**...FIRST PARTY.**

Versus

Sachin Baburao Bhogshetti }
Age 38 Years, Occ.: Unemployed, }
R/o.9/B, Shiv Nivas, Kranti Sainik Nagar, Solapur. }**... SECOND PARTY.**

Shri.Kanaki, learned advocate for the First Party Nos.1 & 2.

Shri.R.V.Damle, learned advocate for the First Party No.3.

Shri.V.R.Deshpande, learned advocate for the Second Party.

AWARD

(Passed on 14/11/2024)

1. On the basis of Certificate issued under Section 2-A of Industrial Disputes Act, 1947 by the Regional Labour Commissioner Pune, the Second Party has approached this Court and filed this reference.

2. In brief, case of the Second Party, as pleaded in the statement of claim, may be stated as under;

First Party No.1 is Provident Fund Office Solapur (here-in-after referred to as PF office) having a coverage for Solapur, Osmanabad & Latur Districts under Employees Provident Fund & Miscellaneous Provisions Act. Various employers are under statutory obligation to deposit provident fund and contribution for family pension in each month with First Party Nos.1 & 2 in respect of every employee by maintaining the record. To carry out and perform their various activities, First Party Nos.1 & 2 need services of several employees on various posts at their office. Large number of industries, establishments & employers have been covered by the Solapur office by allotting separate Codes.

3. Second Party was appointed at PF office in August 2003 as a Peon/Sepoy and he has rendered continuous & uninterrupted service with the said office since then. He has performed the daily works of cleaning tables in the office, storing water, filing the various documents in different Files, giving the Files to the clerks & officers as per requirements, making entries in Cash & Pension Registers, sewing & binding Form No.24 & Form No.9, reading cash scroll and writing cheque numbers on the backside of cash scroll alongwith dates etc.. Second Party was performing those works as per the directions & instructions given by the Superiors on daily basis. The works which the Second Party was performing is of perennial nature and is available on day-to-day basis. Said work is integral part & parcel of day-to-day functioning of PF office. Said office has issued office notes, orders, work arrangement orders and had directed the Second Party to perform the work of searching Files & keeping 5,000 Files serially, preparing new Pension Files & PPO, reconciliation of old Pension Files, preparing Form No.24 of old Files, sorting of new PPO

bank wise & branch wise, lamination of certificates, preparing new scheme certificates & Pension Files etc. from time to time. Second Party had attended said work even on holidays. Those works will be available with PF office till said office is in existence.

4. Though the work of permanent & perennial cannot be allotted to labour contractors as per provisions of Contract Labour (Regulation & Abolition) Act, 1970 (for short CLRA Act), it was given illegally to labour contractors. At the time of registration and at the time of taking the licences for principal employer & labour contractor, First Party Nos.1 to 3 have stated to Registering Authority that they will provide the work of housekeeping only on contract basis which is of intermittent & temporary nature though said work is not of that nature. First Party Nos.1 & 2 have allotted the work of perennial & continuous nature to contractor's labour i.e. to the Second Party. The tactics of employing Second Party under sham & bogus labour contract is used only to give bypass and go bye to the provisions of various Labour Laws & Regulations with sole intention to deny the right of permanency to the workers like Second Party. Said illegal *modus operandi* was used to facilitate the forbidden hire & fire policy which is only a smokescreen and eyewash having no legal basis, foundation and sanctity.

5. Second Party has worked continuously at the PF office for more than 240 days in each year from August 2003 without any break despite which, his services have been terminated by oral order dtd.10/8/2016 without giving any prior notice, notice-pay in lieu thereof or retrenchment compensation. Seniority list was not prepared & published before termination of Second Party and any opportunity of hearing was not given to him as per principles of natural justice. There was no legal, valid and reasonable ground for his oral termination. The work which the Second Party was performing has been allotted to other labours of the same contractor after his termination. Service of Second Party has been terminated only to deny legal & justifiable right of permanency/regularization in service though he is entitled for it immediately on completion of 240 days service as per the provisions of Standing Orders & Circulars. Second Party had met Shri.Sudhakar Bhosle of PF office several times after his termination and said Shri.Bhosle had promised to take back the Second Party in service by taking into consideration his past meritorious service hence, Second Party had not issued the demand notice immediately after his termination.

6. On these grounds, Second Party has prayed to allow the reference & answer it in the affirmative, to direct the First Party to reinstate him in service with full back wages and continuity of service, to direct the First Party to grant status of permanent/regular employee on him from the date of completion of 240 days service at PF office and to direct to pay him the difference of the wages & allowances accordingly with interest @ 12% per annum so also, to direct the First Party to pay the difference between actually paid wages along with 12% interest and wages paid to permanent workers with retrospective effect.

7. First Party Nos.1 & 2 have resisted the statement of claim by filing written statement below Exh.C-4. By denying most of the allegations made against them in the statement of claim, First Party Nos.1 & 2 have contended that Second Party was not their employee and he was not appointed by First Party No.1 and thus, there is no employer-employee relationship between First Party No.1 and Second Party. It is contended that the work is of supportive & ancillary nature and it does not involve any primary official work done by the PF office. It is further contended that the system of official procedure was appropriately followed by First Party No.1 for engaging the Second Party through First Party No.3 and Second Party had agreed on 29/3/2017 before Regional Labour Commissioner (Central) Pune in the case filed by him that he has been employed by First Party No.3 so also, he is willing to work with First Party No.3 wherever the work is available but now he is falsely claiming to be the employee of First Party No.1.

8. First Party Nos.1 & 2 have contended that First Party No.1 has never terminated the Second Party, First Party No.3 has provided some other work to the Second Party at some other place but Second Party has denied to work there. It is contended that Shri.Sudhakar Bhosale has never promised the Second Party for taking in service. It is contended that documents referred to by Second Party were never maintained by the PF office, Second Party was employed by First Party No.3 and First Party No.1 has no role to play regarding the employment status of Second Party. On these grounds, First Party Nos.1 & 2 have claimed rejection of the statement of claim.

9. First Party No.3 has resisted the statement of claim by filing written statement below Exh.CA-7. By denying most of the contents made in statement of claim, First Party No.3 has contended that it is doing a business of supply of manpower for housekeeping to various industries and Second Party is working with the First Party No.3 in the said contract. It is contended that First Party No.3 had taken part in the process as per the tender published by First Party Nos.1 & 2 and had accepted the work. It is contended that the tenure of last tender of First Party No.3 was up to 31/03/2017, First Party No.3 had supplied security guards, sanitation staff & housekeeping staff to the PF office and Second Party was doing the said tender work during the contract period from 1/9/2010 to 10/8/2016. First Party No.3 has contended that Second Party himself has left the job on 10/8/2016. First Party No.3 has denied that services of Second Party were orally terminated. It is contended that Second Party cannot claim the job of his choice as he was appointed in various contract works and he has not been terminated by First Party No.3. It is contended that after completion of tender period, contract work of the First Party No.3 has come to an end. On these grounds, by contending that there is no cause of action for filing this reference, First Party No.3 has claimed rejection of the reference.

10. My learned Predecessor has framed Issues below Exh.O-3. I recorded my findings on those issues for the reasons stated thereunder;

ISSUES	**FINDINGS**
1.Whether the Second Party proves that he is entitled for reinstatement with full back wages with First Party?	…Partly yes.
2.Whether the Second Party is entitled for the rights of permanency/regularization with Solapur Provident Fund Office?	…Partly yes.
3.Whether the Second Party proves that it is entitled for difference of wages as given to permanent employees of the Provident Fund Office?	...No.
4.Whether the Second Party proves that there exists employer-employee relationship between First Party No.1 and the Second Party?	...Yes.
5.Whether the Second Party proves that this Court has jurisdiction to try the present Reference?	...Yes.
6.Whether the Second Party is entitled for the reliefs claimed?	...Partly yes.
7.What order?	...As per final order.

REASONS

11. In support of his claim, Second Party has examined himself by filing his affidavit in lieu of examination-in-chief at Exh.UW-1. Besides it, Second Party has produced copies of muster rolls for showing his attendance from year 2010 to 2016 at Exh.U-10 and Certificate dtd.13/4/2017 issued by Regional Labour Commissioner under Section 2A of Industrial Disputes Act at Exh.U-11. Being summoned by Second Party, RSV Labour Contractor & Services has produced letter at Exh.U-14 stating therein that it had supplied manpower to PF office on contract basis from 01/04/2007 to 31/08/2010 and Second Party was one amongst those labours. Second Party has also produced copies of letters addressed to PF Office by labour contractors and copies of applications filed by him under RTI Act, copy of his ID Card etc. with Exh.U-6. Being called upon by Second Party, Juni Mill Bekar Kamgar Varasdar v Janhit Sangharsh Samiti Solapur has produced the record showing that Second Party was working at PF office on contract basis as per the contract entered into between the said Samiti and the Solapur PF office for a period from 01/03/2004 to 31/03/2007.

12. First Party Nos.1 & 2 have examined two witnesses on their behalf viz. Shri.Thakur by filing his affidavit in lieu of examination-in-chief at Exh.CW-1 and Shri.Lakhole by filing his affidavit in lieu of examination-in- chief at Exh.CW-2. Besides it, First Party Nos.1 & 2 have produced copy of agreement dtd.01/05/2016 entered into between Royal Industries and PF office at Exh.C-11, copy of CLRA Act at Exh.C-12, letter issued by Regional PF Commissioner at Exh.C-13 and copy of approval letter issued by Regional PF Commissioner alongwith copies of the proceedings taken place before Conciliation Officer at Exh.C-14.

13. First Party No.3 has not examined any witness on its behalf.

14. I have heard learned advocate Shri.V.R.Deshpande for Second Party, learned advocate Shri.A.S.Kanki for First Party Nos.1 & 2 and learned advocate Shri.R.V.Damle for First Party No.3.

AS TO ISSUE NOs.(1) TO (6):

15. All the issues are taken together for consideration. Learned advocate for First Party Nos.1 & 2 argued that Second Party was not appointed by First Party Nos.1 & 2 and Second Party was working with First Party No.1 as a contract employee appointed by the contractors hence, there was no employer-employee relationship between First Party Nos.1 & 2 and the Second party due to which, this Court has no jurisdiction to decide the reference under the provisions of Industrial Disputes Act. He argued that entire control over the work of the Second Party was of labour contractors, payment to the Second Party was being made by the labour contractors only & Second Party had

admitted in clear terms before the Labour Commissioner Pune that he is ready to work for labour contractor at any place wherever the work is available. He argued that PF office is office of Central Government where no appointment can be made without following recruitment process, grounds raised in statement of claim are not sufficient to accept the prayers made therein hence, reference shall be answered in the negative.

16. Learned advocate for First Party No.3 argued that in view of the admissions given in cross-examination by the second party, it is clear that First Party has no role in discontinuing the services of the second party. He argued that second party was working with First Party Nos.1 & 2 as a contract labour supplied by First Party No.3 as per the agreement and necessary wages have been paid to the second party for the work performed by him.

17. As against this, learned advocate for Second Party argued that Second Party had taken up the matter to Regional Labour Commissioner Pune and as the conciliation had failed, said authority has issued Certificate under Section 2-A of the Industrial Disputes Act for enabling the Second Party to approach the Labour Court/Industrial Court at Solapur for adjudication of the industrial dispute. He argued that Second Party has worked for First Party No.1 continuously for a long period, the work is of perennial nature which cannot be performed through labour contractors yet, by executing sham & bogus agreements, PF Office has exploited the Second Party by paying meager wages as compared to the regular employees who were performing similar type of work. He argued that PF Office & Labour Contractors are not registered under CLRA Act hence, the agreements are bogus due to which, Second Party is employee of PF office hence, the objection as to jurisdiction of this Court raised by First Party Nos.1 & 2 is not sustainable. He further argued that agreements entered into with labour contractors by PF office from time to time are sham, bogus & camouflage with a view to deny the legitimate rights of permanency of the Second Party. He argued that services of the Second Party are illegally terminated without following provisions of Section 25(F) & Section 25(H) of Industrial Disputes Act. In support of his argument, learned advocate for Second Party has placed reliance on the following authorities;

i) ***Judgment dtd.04/03/2010*** of ***Hon'ble Bombay High Court*** in a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd. Vs. The General Secretary, General Employees Association & Ors (Writ Petition No.4814/2009.),***

ii) ***Judgment dtd.23/02/2023*** of ***Hon'ble Karnataka High Court*** in a case of ***The Mysore Electrical Industries Ltd Vs. Engineering & General Workers Union No.2 (Writ Petition No.3788/2012),***

iii)***R.K.Panda Vs. Steel Authority of India*** reported in ***(1994)5 SCC 304,***

iv)***Power Grid Corporation Vs. 17 Workers*** reported in ***2014(140) FLR 93.***

v) ***Judgment dtd.12/03/2024*** of ***Hon'ble Supreme Court*** in a case of ***Mahanadi Coalfields Ltd. Vs. Brajrajnagar Coal Mines (Civil Appeal Nos.4092-4093/2024.***

I have gone through those authorities.

18. In a case of ***The Mysore Electrical Industries Ltd*** cited above, Hon'ble Karnataka High Court has extensively dealt with the provisions of Section 10 of the CLRA Act. In para-20 of the Judgment, Hon'ble High Court had formulated four questions for consideration. While answering question No.1 framed as "Whether a Notification under Section 10(1) of CLRA Act is a prerequisite for the Industrial Tribunal to have jurisdiction to decide the matter relating to reinstatement, regularization of services of contract labour?", Hon'ble Karnataka High Court has held as under;

21.5 A perusal of Section 10 would indicate that the State Government can in certain cases prohibit contract labour which would necessarily mean that it is only as regards the areas where State Government by exercise of powers under Section 10 can prohibit it. The reference made by Shri.H.N.Muralidhar, learned counsel as regards Section 10, in my considered opinion, is completely misconceived inasmuch as Section 10 relates to prohibition of contract labour in certain industries. The submission of Shri.Muralidhar that unless there is prohibition by notification under Section 10, an employer can engage contract labour, is according to me again misconceived. Merely because there is no notification under Section 10 of CLRA, the same would not permit an employer who is not registered under Section 7 to enter into a contract for contract labour with a contractor who is not registered under Section 12. The requirement of Section 7 and 12 are to be complied with irrespective of whether there is a notification under Section 10 or not.

21.6 Section 10 only prohibits an engagement of a contract labour and would have no bearing and is not a prerequisite for a workman who is engaged by employer under a contract to raise a dispute for redressal of his

grievance.

21.7 In the present matter, the facts on record and which are not in dispute indicate that the workman had been engaged by the employer and were working with him, subsequently their services were shifted by the employer to certain agencies without their consent and they were regarded as contract labour. It is also on record that employer has not registered himself under Section 7 of CLRA and the contractor has not registered under Section 12 of CLRA, let alone the labour being registered under the contractor as contract labour. Thereafter the contractor terminated the contract which was accepted by the employer resulting in the workers being without employment. The Tribunal has come to a categorical finding that the so-called agreement between the employer and contractor is a sham agreement entered into with the sole purpose and intention of making payment of lesser amount to the workers.

19. In a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd Vs. The General Secretary, General Employees Association*** cited above, Hon'ble Bombay High Court has considered the aspects required to determine whether the contract is a contract of service or not and whether the concerned employee is employee of contractor or principal employer. It would be just to reproduce here para 49 to 54 from the said Judgment.

49. Determination of the vexed questions as to whether a contract is a contract of service or not a contract for service and whether the concerned employees are employees of the contractors or the principal employer has never been an easy task. No decision had laid down any hard and fast rule nor is it possible to do so. The question in each case has to be answered having regard to the facts involved therein. No single test-be it control test, or any other test has been held to be the determinative factor for determining the jural relationship of employer and employee.

50. In spite of the obvious importance of the distinction between an employee and an independent contractor, the tests to be applied are vague and may, in a borderline case, be difficult to apply. Historically, the solution lay in applying the control test, i.e. could the employer control not just what the person was to do, but also the manner of his doing it i.e. 'how'- if so, that person was his employee. In the context in which it mainly arose in the nineteenth century, of domestic, agricultural and manual workers, this test had much to commend it, but with the increased sophistication of industrial processes and the greater numbers of professional and skilled people being in salaried employment, it soon became obvious that the test was insufficient (for example in the case of a doctor, architect, skilled engineer, pilot, etc.) and so, despite certain attempts to modernize it, it is now accepted that in itself 'control' is no longer the sole test, though it does remain a factor and perhaps, in some cases, a decisive one.

51. In the search for a substitute test, ideas have been put forward of an 'integration' test, i.e. whether the person was fully integrated into the employer's concern. In the present case, looking to the fact that the workers have been working for such a long time in the establishment of the Petitioner, it can be said that they are fully integrated in the Petitioner's establishment.

Once again, integration is not now viewed as a sufficient test in itself, but rather as a potential factor which may be useful in allowing a Court to take a wider and more realistic view. The modern approach has been to abandon the search for a single test, and instead to take a multiple or pragmatic approach, weighing all the factors for and against a contract of employment and determining on which side the scales eventually settle.

52. The control test and the integration tests, therefore, are not only factors which can be said to decisive. With a view to elicit the answer, the Court is required to consider several factors which would have a bearing on the result including (a)who is appointing authority i.e. contractor or principal employer; (b)who is the paymaster; (c)the extent of control and supervision; (d)who directs 'how' the job is tobe done; (e)nature of establishment. Thus, many factors have a bearing on the result. Who is paymaster, who can dismiss, how long the alternative service lasts, what machinery is employed, have to be kept in mind. The expressions used in any individual case must always be considered in regard to the subject. However, amongst the many tests suggested I think that one of the most satisfactory, by which to ascertain who is the employer at any particular time is to ask who is entitled to tell the employee the way in which he is to do the work upon which he is engaged. In the present case, the evidence on record shows that it was the officers of the Petitioner who told the workers what work is to be done and how it is to be done.

53. It needs to be highlighted that post abolition tests to be applied are laid down in para 125(5) of the Judgment of the Constitution Bench of the Supreme Court in the case of Steel Authority of India Ltd and others Vs. National Union Waterfront Workers and others reported in (2001)7 SCC 1. In the said decision, it is observed that on issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial Legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not

genuine but a mere camouflage, the so-called contract labour will have to be treated as employee of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose. If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition. In the present case, from the evidence I find that all the tests which are required to be applied as per law declared by the Supreme Court are fulfilled and Tribunal has rightly directed these workers to be regularized.

54. The learned counsel for the respondent relied upon the decision in Indian Oil Corporation Ltd v Union of India and Ors (2009 I CLR 659), wherein it is observed as under;

"In the light of the decision is Umadevi's case, the earlier decision in Steel Authority of India's case would be confined only to private sector and contract workers in State or public sector undertaking will not be entitled to claim regularization even if the contract was sham and bogus and as such the order of reference ought to be set aside. In Umadevi's case the Court was not concerned with the provisions of the Contract Labour (Regulation and Abolition) Act and the power of the industrial adjudicator to grant appropriate relief in the reference under the Industrial Disputes Act. The Case does not even deal with the judgment in the Steel Authority of India's case. Both operate in different fields and the decision in Umadevi's case does not deal with the question of reference and forum where rights will have to be adjudicated. Umadevi's case is concerned with relief and the industrial adjudicator is required to examine the said question. The respondent workmen cannot be denied reference at this stage. As to what relief will be granted is uncertain and depends upon the number of facts. This position is also clear from at least three Judgments, i.e. i. Mineral Exploration Corporation Employees Union Vs Mineral Exploration Corporation Limited and Anr.(2006 III CLR 956 SC), ii. Oil and Natural Gas Corporation Ltd Vs. Engg. Mazdoor Sangh (2007)1 SCC 250) and iii. Madhya Pradesh Administration V Tribhuban (2007)9 SCC 748).

20. By referring the law laid down by Hon'ble Supreme Court in a case of ***R.K.Panda Vs. Steel Authority of India*** cited above, Hon'ble Bombay High Court has held in the said Judgment that whether the contract labourers have become the employees of the principal employer in the course of time and whether the engagement and employment of labourers through a contractor is a mere camouflage & a smokescreen, is a question of fact and has to be established by the contract labourers on the basis of the requisite material. In para-57 of the said authority, Hon'ble Bombay High Court has observed as under;

"...From the evidence, it is seen that i] the management controls and supervises the work of the workmen, ii] the workers have been working for a very long period in the establishment of the petitioner; it can be said that they are integrated in the establishment of the petitioner, iii] though the responsibility is cast upon the contractors to make payment of wages, provident fund contribution etc, the entire payments were overseen by the Petitioner Management. Thus, even though the certain amounts were paid by the contractor, in the real sense, ultimately, it is the Petitioner Management which pays the amount; iv] in spite of change of contractors, neither the workmen were replaced nor fresh appointments were made. All these facts show that the contract was sham and bogus and a mere camouflage. On lifting the veil and looking to the conspectus of factors governing employment, the conclusion is that the real employer of the workers in the present petition is the petitioner."

21. In the said Judgment, Hon'ble Bombay High Court has referred to the decision of Hon'ble Apex Court in a case of Hindalco Industries Ltd wherein Hon'ble Supreme Court has held that (a)the workmen have been employed for long years and despite a change of contractors the workers continued to be employed in the canteen, (b)evidence on record established the ultimate control of management on the canteen employees, in such cases, the Court would be entitled to pierce the veil and arrive at a finding that the justification relating to appointment of a contractor is sham or nominal and in effect & substance there exists a direct relationship of employer and employee between the principal and the workmen. By making reference to those observations, Hon'ble Bombay High Court has held that *"In the present case also, both these aspects are found very much present. The material on record clearly shows that the activities of the workmen are ultimately controlled by the Company. Thus, considering all the mentioned factors cumulatively, it can safely be said that the Respondents Workmen are in fact the workmen of the Petitioners – Management. In these circumstances, the Tribunal was perfectly right in arriving at the conclusion that the contract is nothing but a paper agreement and granting relief"*.

22. Keeping in mind the legal position laid down in those authorities, I would go to discuss the evidence available on record. Before that, it would be apposite to consider the jurisdictional aspect based on law point only. It is an admitted fact that First Party Nos.1 & 2 are the offices established under the Employees Provident Funds Act which is a Central Act hence, appropriate Government is the Central Government. Learned advocate for Second Party drew attention of this Court to Section 10 of Industrial Disputes Act. Third Proviso appended to Sub-Section 1 of Section 10 provides that where the dispute in relation to which Central Government is appropriate Government, it shall be competent for that Government to refer the dispute to Labour Court or Industrial Tribunal, as the case may be, constituted by State Government. In view of the said provision, this Court is satisfied that the dispute referred to this

Court by the Regional Labour Commissioner is within the jurisdiction of this Court. So far as relationship between First Party Nos.1 & 2 and Second Party is concerned, said aspect will have to be decided by taking into consideration the evidence adduced and produced by both the parties so also, the legal position laid down in the authorities cited above.

23. Second Party has reiterated most of the contents of his statement of claim in his affidavit of examination-in-chief. In his cross-examination taken on behalf of First Party No.3, Second Party has stated that he was not employed with First Party No.3, he is not terminated from the service by First Party No.3, he has no grievance against First Party No.3 and monthly salary was being paid to him by the First Party No.3. In the cross-examination taken on behalf of First Party Nos.1 & 2, Second Party has stated that PF office had appointed him by saying that contract to First Party No.3 has been given for record purposes. He has admitted in his said cross-examination that First Party Nos.1 & 2 had not given appointment letter to him and his appointment was not by following procedure of giving advertisement, taking examination and interviews. He has admitted that First Party Nos.1 & 2 had given letter to First Party No.3 for supply of workers. He has admitted that First Party Nos.1 & 2 used to give one single Cheque to First Party No.3 towards the salaries of the workers and First Party No.3 used to make payment of salary to him from the said amount by making deduction of ESI & PF contributions.

24. Witness Shri.Thakur of First Party Nos.1 & 2 has reiterated most of the contents of written statement of First Party Nos.1 & 2 in his affidavit of examination-in-chief. In the cross-examination taken on behalf of First Party No.3, Shri.Thakur has admitted that First Party Nos.1 & 2 had given a contract during a period from September-2010 to 31/03/2011 for supply of workers by executing agreement with the labour contractor and the labour contractor had supplied workers as per said contract. In the cross-examination taken on behalf of Second Party, Shri.Thakur has admitted about the nature of work to be performed by PF office and the process undertaken daily for cleaning of the premises of PF office. Shri.Thakur has admitted in his cross-examination that the contract labours have to perform their works in the PF office only and the work of proper filing being performed by contract labours is being supervised by the concerned clerk in Billing Section of the PF office. He has stated in his cross-examination that he is not aware of the works being performed by the contract labours in the PF office before he joined the office in October-2021. He has admitted in his cross-examination that the work which the Second Party was performing in the PF office in year 2016 is still available. Shri.Thakur has expressed his inability to tell whether Solapur PF office has got itself registered under the CLRA Act.

25. Witness Shri.Lakhole of First Party Nos.1 & 2 has stated that First Party No.1 hires outsourced manpower as per requirement on annual basis through open tender system and agreement entered into with the contractual agency is being renewed annually. He stated that First Party No.3 had supplied outsourced manpower to First Party No.1 as per requirement on the basis of the contract, First Party No.1 had made payment of the salaries of those workers to First Party No.3 and it had not directly paid salary or wages to those workers hence, there was no employee-employer between the Second Party and First Party No.1. He stated that Section 10 of CLRA Act prohibits employment of contract labours in certain cases relating to the work of perennial in nature, First Party No.1 has not maintained muster rolls of the contract employees and it is the responsibility of the contractual agency to maintain it. He stated that Second Party was engaged through First Party No.3 and Second Party had agreed it so also, had agreed to work with the First Party No.3 as per the availability of work in the case filed before the Regional Labour Commissioner (Central) Pune.

26. In his cross-examination taken on behalf of the Second Party, Shri.Lakhole has admitted that there is no provision in Provident Funds Act to appoint employees through outsourcing and he never saw any document which would show that Delhi Head Office has authorized the Solapur PF office to make appointments of employees by outsourcing. He has admitted in his cross-examination that there is no reference in agreement dtd.01/05/2016 that the contractor shall appoint a supervisor to supervise the work of the contract employees. He admitted that officers of PF office used to supervise the work of the contract employees. He expressed his inability to tell that Second Party and other contractual employees were performing the work of Filing, record keeping and work related to Pension Department etc. in the PF office and their services were being utilized by PF office at the time of attachment & auction of properties of PF defaulting employers. He has admitted that payment was being made to the contractor on the basis of the actual working days of each contract labourer.

27. Copies of agreements available on record show that PF office used to enter into agreements with the labour contractors for supply of labourers at PF office for performing the works of housekeeping, sanitation, security guard and other miscellaneous type of works like helper specified in a category of unskilled workers. Second Party has come with a specific case that he was in continuous employment of First Party Nos.1 & 2 since year 2003 till his services came to be terminated by oral order on 10/8/2016. Contention of First Party Nos.1 & 2 is that contract was given to various labour contractors and services of the contract labourers supplied by those labour contractors were being utilized by PF office. Second Party had summoned the Juni Mill Bekar Kamgar Varasdar v Janhit Sangharsh Samiti Solapur for production of documents. Accordingly, said Samiti has produced letter at Exh.U-16 wherein, it is mentioned that said Samiti had taken a contract from PF office for supply of contract laboures from 01/03/2004 to

31/03/2007. It mentioned in the said letter that second party has worked as per contract at PF office under the supervision of PF office from 01/06/2004 to 31/03/2007. Post of Second Party is mentioned in the documents produced by the said Samiti with list Exh.U-18 as "Housekeeper". Said Samiti has also produced muster rolls which show the number of working days of the Second Party. First Party Nos.1 & 2 have neither disputed the entries in the documents produced by said Samiti nor adduced any evidence to rebut the entries in those documents.

28. On request of Second Party, witness summons was issued to R.S.V.Labour Contractor & Services. Said labour contractor has also produced documents with Exh.U-13. Letter produced at Exh.U-14 by the said labour contractor shows that second party was working at PF office from 1/04/2007 to 31/08/2010 as per the labour contract given to said contractor by the PF office. Said contractor has produced copies of bills raised by it with PF office for months March-2010 & April 2010. First Party Nos.1 & 2 have not disputed the genuineness of the documents produced by said labour contractor also.

29. Second Party has produced copies of Biometric report maintained by the PF office. He has also produced copy of handwritten muster roll for years 2010 to 2016. First Party No.1 & 2 have not denied the contention of First Party No.3 that second party was working with PF office as its contract employee during a period from 01/09/2010 to 01/03/2015 and thereafter from 01/05/2016 to 10/08/2016. First Party Nos.1 & 2 have neither disputed the genuineness of the documents nor adduced any evidence to disprove the contents of the documents produced by the Second Party for showing his working days at PF office. Having considered the documents available on record as mentioned above, it is clear that Second Party was continuously working at PF office for a long period from year 2003 to 10/8/2016 except for some period in between.

30. The witnesses of First Party Nos.1 & 2 have stated that Second Party was the employee of First Party No.3. They stated that First Party No.1 had no role to play in the employment of Second Party. Documentary evidence available on the record shows that PF office had entered into agreements with other labour contractors also than First Party No.3 and in spite of change of contractors, Second Party continued to work in the PF office for a long period. There is no material to show that either First Party No.3 or any of the labour contractor had entered into agreement with Second Party for making his appointment at PF office. Those aspects show that though the Second Party was shown to have appointed through labour contractors, his real appointing authority was the PF office.

31. Learned advocate for First Party Nos.1 & 2 submitted that entire control over the work of Second Party was of the labour contractors through whom, Second Party was employed on contract basis. There is no material to show that labour contractors either themselves or anybody on their behalf used to remain present at the PF office to supervise & control the work of the Second Party. Copies of agreements produced by the PF office show that duty hours of the contract employees were fixed whereby, contract employees were supposed to attend the work half an hour before the scheduled office opening time and to leave the office after half an hour of the scheduled closing office time. It shows that the work entrusted to Second Party was to be performed by him for more period than the scheduled daily office timings from which, it will have to be held that Second Party was performing the regular work and not temporary work as is stated by the witnesses of PF office. Furthermore, contents of the agreements show that PF office had the authority to terminate the services of contract employees in case of disobedience of the conditions on the part of contract employees which also shows that entire control over the work of the Second Party was of PF office. Considering those aspects, the argument of learned advocate for First Party Nos.1 & 2 is not acceptable that entire control over the Second Party was of the labour contractors.

32. As mentioned above, evidence on record shows that Second Party was working at PF office continuously for a period of more than 12 years though the contractors had changed. It has come in the cross-examination of witnesses of First Party Nos.1 & 2 that the work which the Second Party was performing is continuously available. There is no material to show that PF office had got itself registered under Section 7 of CLRA Act. First Party Nos.3 has placed on record copy of the Certificate of its registration obtained by it on 28/11/2013. Second Party is shown to have engaged at PF office through First Party No.3 initially in year 2009. There is no material to show that First Party No.3 had obtained necessary license under Section 12 of the CLRA Act that time. Furthermore, there is no material to show that PF office which is the principal employer had got itself registered under Section 7 of the said Act. Witnesses of First Party Nos.1 & 2 have expressed their inability to tell that First Party Nos.1 & 2 had got themselves registered under Section 7 for engaging labour contractors.

33. Thus, the evidence on record shows that necessary requirement of CLRA Act that both the employer & the contractor should be registered under Section 7 & 12 respectively had not been fulfilled for engaging contract labourers. Besides the said discrepancy, the evidence on record clearly shows that Second Party was performing work of perennial nature at the PF office under the control of the office bearers of PF office, his entire work was under the supervision of officers of PF office and said work is continuously available at the PF office. Witnesses of First Party Nos.1 & 2 have stated that the work which the Second Party was performing was of supportive & ancillary nature and it was not involving the primary office work being done by the PF office. However, evidence of the Second Party in respect of the nature of work to be performed by him has not been denied in any manner during his cross-examination. Second Party has stated that he was performing the work of cleaning tables, storing water, filing the various documents in different Files, giving Files to the clerks, sewing of the Form No.24 and Form No.9, searching

of Files, reconciliation of old Pension Files, lamination of certificates etc.. Witnesses of First Party Nos.1 & 2 have admitted in their cross-examinations that the work which the Second Party was performing in the PF Office will be required to be performed till PF office is functioning. As the work was being performed by Second Party since last many years, it will have to be held that his work was an integral part of the overall work to be executed for the functioning of PF office.

34. Second Party has worked at the Solapur PF office continuously from year 2003 till 10/08/2016 hence, it will have to be said that Second Party is holding the necessary qualification of the post on which he was working. Second Party being working for such a long tenure, it can be said that the work is adequately available with the PF office. Again, evidence of Second Party that after terminating him from the employment, PF office has engaged other contract employees for performing the same work also shows that the work is continuously available with the PF office.

35. Witness Shri.Lakhole of First Party Nos.1 & 2 has stated that muster rolls, attendance registers and salary registers in respect of the Second Party are not maintained by First Party No.1 and the same were required to be maintained by First Party No.3 through whom, the manpower was hired. Second Party has placed on record the reports of biometrics maintained at the office of PF office wherein, attendance of Second Party has been to recorded for few months in Year 2016 hence, the evidence advanced in that regard by Shri.Lakhole cannot be accepted to be true. Learned advocate for First Party Nos.1 & 2 argued that Second Party was employee of First Party No.3 and Second Party had admitted it before Labour Commissioner during conciliation proceeding so also, the second party had admitted that he is ready to work for the labour contractor at any place. Such a statement appears to have recorded in the documents produced by First Party Nos.1 & 2 at Exh.C-14 however, said statement was not acted upon by the Conciliation Officer. There is nothing in those documents to show that said statement was voluntarily made by the Second Party. It is the contention of the Second Party that he was told by PF office that agreements with labour contractors are entered into for paper work only.

36. Documents produced by the Second Party show that labour contractors had raised bills from time to time at the PF office by showing the post of the Second Party as Housekeeper. Second Party has also produced copies of muster rolls submitted to PF office by the labour contractor with the bills. It appears that attendance of the Second Party was being recorded in the muster rolls maintained by labour contractors for most of the time however, the fact remains that the payment was being made to the Second Party by PF office may be, on raising demands by the labour contractors. Contents of the agreements show that there was a condition that payment to the workers shall be made by deducting ESI & PF contributions. Those aspects show that PF office was the paymaster in the matter of making payment to the second party. Thus, besides having control & supervision over the work of the second party, PF office was the paymaster. Having considered those aspects, this court is of the opinion that Second Party was actually the employee of the PF office and the agreements entered into with the labour contractors by the PF office were sham and/or nominal agreements. I found force in the argument of learned advocate for Second Party that the tactics of employing Second Party under sham & bogus labour contract was used only to give bypass and go bye to the provisions of Labour Laws & Regulations with an intention to deny the right of permanency to the workers like Second Party.

37. Now the question for consideration is as to what relief can be granted in favour of the Second Party? It would be apposite to reproduce here the observations of Karnataka High Court in case of the ***Mysore Electrical Industrial Ltd...*** cited above. Hon'ble Karnataka High Court has held in the said Judgment as;

" 22.2 The finding of the labour court as regards the alleged transaction being a sham and camouflage has already been upheld in answer to point No.1 above. Once this court comes to a finding that the agreement is sham and camouflage, the workmen cannot be denied their just benefits. In the present case, there is no agreement at all, it is only a contention by the employer. The said contention is also sham and to cover of the liability of the employer to make payment of due amounts to the workmen. The Hon'ble Apex Court in SAIL's case as held that if a contract is found to be not genuine but mere camouflage, so called labour will have to treated as employees of the principal employer, who shall be directed to regularize the services of the contract labour in the establishment concerned subject to there being a vacancy and if there is no vacancy, if principal employers intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if found suitable and if it is necessary, by relaxing the conditions as to maximum age appropriately, taking into consideration the age of workmen at the time of there initial employment by the contractor and also relaxing the condition as to the academic qualification other than technical qualification."

38. Second Party has stated that he was not getting wages like the regular employees of PF office. He has prayed to direct the PF office to regularize his services on completion of 240 days service and to pay him difference in wages as like regular employees. Question had arisen whether the prayers for reinstatement and regularization in service can be considered simultaneously. Learned advocate for the Second Party drew attention of this Court to the Judgment of Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd*** cited above wherein, reliefs of reinstatement & regularization were granted.

39. Learned advocate for First Party Nos.1 & 2 tried to distinguish the said Judgment by submitting that it was

found in the said matter that agreements with labour contractors were not executed at all whereas, PF office in this matter had entered into agreements with the labour contractors due to which, according to him, said authority is not helpful to the Second Party. Though the fact situation was like it in the said matter, it is not sufficient for accepting the argument of learned advocate for First Party Nos.1 & 2 for the reason that this Court has already reached to the conclusion that the agreements entered into with the labour contractors by PF office were sham and/or nominal.

40. Learned advocate for First Party Nos.1 & 2 vehemently argued that Second Party has admitted in his cross-examination that First Party Nos.1 & 2 had not given appointment letter to him and his appointment was not by following the procedure of giving advertisement, taking examination and interviews. He argued that PF office is the office of Central Government and no appointment on any post can be made in the said office without following the regular process of recruitment due to which, as the appointment of Second Party was not by following the recruitment process, no relief can be granted in favour of Second Party.

41. Similar argument was advanced before Hon'ble Bombay High Court in a case of ***General Manager…*** cited above by placing reliance on the celebrated Judgment of Hon'ble Apex Court in a case of ***Umadevi..*** While holding that said argument is not acceptable, Hon'ble High Court has held as;

"In Umadevi's case, the Court was not concerned with the provisions of the Contract Labour (Regulation and Abolition) Act and the power of the industrial adjudicator to grant appropriate relief in a reference under the Industrial Disputes Act in such cases. The case does not even deal with the Judgment in the Steel Authority of India's case. Both the decisions operate in different fields. So also in Umarani and National Fertilizers Ltd (Supra), the facts were different, hence, they would not be applicable".

42. Considering those observations, argument of learned advocate for First Party Nos.1 & 2 is not acceptable. Having gone through the Judgment of Hon'ble Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd*** cited above, this Court is of the opinion that reference needs to be answered in the affirmative partly to the effect that Second Party is entitled for reinstatement in service at PF office Solapur. Evidence on record shows that second party has worked for 240 days or more in each year at the PF office from year 2003 till 10/8/2016 however, his prayer to regularize his services on completion of 240 days in an year for the first time cannot be accepted because there is nothing to show that provisions of Model Standing Orders are applicable to PF office. Again, claim of the Second Party is found acceptable as he has been made to work for years together as a contract employee though, there is bar to appoint contract employees through labour contractor for performing the work of perennial nature hence, his prayer to direct the First Party Nos.1 & 2 to pay him the difference cannot be accepted.

43. As Second Party has not worked at the PF office from 10/8/2016, in the facts & circumstances of the case, the criteria of *no work no pay* will have to applied and it would be just to hold that Second Party is not be entitled for any back wages. So far as the prayer for regularization in service is concerned, similar directions as like the directions given by Hon'ble Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd...*** can be given to the First Party Nos.1 & 2. Thus, for all the above mentioned reasons, by recording my findings on Issue Nos.(1) to (6) accordingly, I pass the following order.

ORDER

Reference is answered partly in the affirmative.

The Second Party shall be treated as employee of the First Party Nos.1 & 2.

First Party Nos.1 & 2 shall reinstate the Second Party in service without any back wages.

First Party Nos.1 & 2 shall regularize the services of the Second Party subject to availability of vacancy and in the event of there being no vacancy, as and when vacancy arises, the First Party Nos.1 & 2 shall give preference to the Second Party on the basis of his number in the seniority list of the contract employees, if he is found suitable by relaxing the conditions as to maximum age and academic qualification.

First Party Nos.1 & 2 shall maintain the seniority list of contractemployees, proper record of sanctioned posts, number of workmen posted to such sanctioned posts or number of vacancies as when the vacancies arise.

Inform the appropriate Government accordingly.

Date : 14/11/2024.
Dictated on : 14/11/2024.

P. P. RAJVAIDYA, Member, Industrial Court,Solapur.

का.आ. 1409.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एम्प्लाइज प्रोविडेंट फण्ड आर्गेनाइजेशन; रॉयल इंडस्ट्रीज सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री सुहास तात्या सोनवाने** के बीच अनुबंध में निर्दिष्ट **औद्योगिक अधिकरण एवं श्रम न्यायालय, सोलापुर, पंचाट (रिफरेन्स न.-10/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.07.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-95]

दिलीप कुमार, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1409.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 10/2017)** of the **Industrial Tribunal cum Labour Court, Solapur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Employees Provident Fund Organisation; Royal Industries Services** and **Shri Suhas Tatya Sonawane** which was received along with soft copy of the award by the Central Government on 24.07.2025.

[No. Z-16025/04/2025-IR(M)-95]

DILIP KUMAR**,** Under Secy.

ANNEXURE

Received on : 27/06/2017.

Registered on : 27/06/2017.

Decided on : 14/11/2024.

Duration : Y. 06 M.05 D.17

BEFORE THE MEMBER INDUSTRIAL COURT, SOLAPUR.

(Presided over by Shri.P.P.Rajvaidya)

REFERENCE I.T. NO.10/2017. **Exh-O.**

(CNR No.MHIC130001942017)

1.The Employees Provident Fund Organization, }
Surwase Towers, Railway Lines, Solapur. }
Notice/Summons be served on }
Regional P.F. Commissioner }
2.Employees Provident Fund Organization (Regional) }
Near Cantonment Office, Golibar Maidan, Pune. }
3.Royal Industries Services, }
Royal Plaza, Murarji Peth, }
Near Hotel Panchali, Solapur 413001. }
(Notice/Summons be served on Mr. Somvanshi). }**...FIRST PARTY.**

Versus

Suhas Tatya Sonawane, }
Age 39 Years, Occ.: Unemployed, }
R/o. Old Revansiddheshwar Zopadpatti, }
Vijapur Road, Solapur. }**...SECOND PARTY.**

Shri.Kanaki, learned advocate for the First Party Nos.1 & 2.

Shri.R.V.Damle, learned advocate for the First Party No.3.

Shri.V.R.Deshpande, learned advocate for the Second Party.

AWARD

(Passed on 14/11/2024)

1. On the basis of Certificate issued under Section 2-A of Industrial Disputes Act, 1947 by the Regional Labour Commissioner Pune, the Second Party has approached this Court and filed this reference.

2. In brief, case of the Second Party, as pleaded in the statement of claim, may be stated as under;

First Party No.1 is Provident Fund Office Solapur (here-in-after referred to as PF office) having a coverage for Solapur, Osmanabad & Latur Districts under Employees Provident Fund & Miscellaneous Provisions Act. Various employers are under statutory obligation to deposit provident fund and contribution for family pension in each month with First Party Nos.1 & 2 in respect of every employee by maintaining the record. To carry out and perform their various activities, First Party Nos.1 & 2 need services of several employees on various posts at their office. Large number of industries, establishments & employers have been covered by the Solapur office by allotting separate Codes.

3. Second Party was appointed at PF office in August 2005 as a Peon/Sepoy and he has rendered continuous & uninterrupted service with the said office since then. He has performed the daily works of cleaning tables in the office, storing water, filing the various documents in different Files, giving the Files to the clerks & officers as per requirements, making entries in Cash & Pension Registers, sewing & binding Form No.24 & Form No.9, reading cash scroll and writing cheque numbers on the backside of cash scroll alongwith dates etc.. Second Party was performing those works as per the directions & instructions given by the Superiors on daily basis. The works which the Second Party was performing is of perennial nature and is available on day-to-day basis. Said work is integral part & parcel of day-to-day functioning of PF office. Said office has issued office notes, orders, work arrangement orders and had directed the Second Party to perform the work of searching Files & keeping 5,000 Files serially, preparing new Pension Files & PPO, reconciliation of old Pension Files, preparing Form No.24 of old Files, sorting of new PPO bank wise & branch wise, lamination of certificates, preparing new scheme certificates & Pension Files etc. from time to time. Second Party had attended said work even on holidays. Those works will be available with PF office till said office is in existence.

4. Though the work of permanent & perennial cannot be allotted to labour contractors as per provisions of Contract Labour (Regulation & Abolition) Act, 1970 (for short CLRA Act), it was given illegally to labour contractors. At the time of registration and at the time of taking the licences for principal employer & labour contractor, First Party Nos.1 to 3 have stated to Registering Authority that they will provide the work of housekeeping only on contract basis which is of intermittent & temporary nature though said work is not of that nature. First Party Nos.1 & 2 have allotted the work of perennial & continuous nature to contractor's labour i.e. to the Second Party. The tactics of employing Second Party under sham & bogus labour contract is used only to give bypass and go bye to the provisions of various Labour Laws & Regulations with sole intention to deny the right of permanency to the workers like Second Party. Said illegal *modus operandi* was used to facilitate the forbidden hire & fire policy which is only a smokescreen and eyewash having no legal basis, foundation and sanctity.

5. Second Party has worked continuously at the PF office for more than 240 days in each year from August 2005 without any break despite which, his services have been terminated by oral order dtd.10/8/2016 without giving any prior notice, notice-pay in lieu thereof or retrenchment compensation. Seniority list was not prepared & published before termination of Second Party and any opportunity of hearing was not given to him as per principles of natural justice. There was no legal, valid and reasonable ground for his oral termination. The work which the Second Party was performing has been allotted to other labours of the same contractor after his termination. Service of Second Party has been terminated only to deny legal & justifiable right of permanency/regularization in service though he is entitled for it immediately on completion of 240 days service as per the provisions of Standing Orders & Circulars. Second Party had met Shri.Sudhakar Bhosle of PF office several times after his termination and said Shri.Bhosle had promised to take back the Second Party in service by taking into consideration his past meritorious service hence, Second Party had not issued the demand notice immediately after his termination.

6. On these grounds, Second Party has prayed to allow the reference & answer it in the affirmative, to direct the First Party to reinstate him in service with full back wages and continuity of service, to direct the First Party to grant status of permanent/regular employee on him from the date of completion of 240 days service at PF office and to direct to pay him the difference of the wages & allowances accordingly with interest @ 12% per annum so also, to direct the First Party to pay the difference between actually paid wages along with 12% interest and wages paid to permanent workers with retrospective effect.

7. First Party Nos.1 & 2 have resisted the statement of claim by filing written statement below Exh.C-4. By denying most of the allegations made against them in the statement of claim, First Party Nos.1 & 2 have contended that Second Party was not their employee and he was not appointed by First Party No.1 and thus, there is no employer-employee relationship between First Party No.1 and Second Party. It is contended that the work is of supportive & ancillary nature and it does not involve any primary official work done by the PF office. It is further contended that the system of official procedure was appropriately followed by First Party No.1 for engaging the Second Party through First Party No.3 and Second Party had agreed on 29/3/2017 before Regional Labour Commissioner (Central) Pune in the case filed by him that he has been employed by First Party No.3 so also, he is willing to work with First Party No.3 wherever the work is available but now he is falsely claiming to be the employee of First Party No.1.

8. First Party Nos.1 & 2 have contended that First Party No.1 has never terminated the Second Party, First Party No.3 has provided some other work to the Second Party at some other place but Second Party has denied to work there. It is contended that Shri.Sudhakar Bhosale has never promised the Second Party for taking in service. It is contended that documents referred to by Second Party were never maintained by the PF office, Second Party was employed by First Party No.3 and First Party No.1 has no role to play regarding the employment status of Second Party. On these grounds, First Party Nos.1 & 2 have claimed rejection of the statement of claim.

9. First Party No.3 has resisted the statement of claim by filing written statement below Exh.CA-7. By denying most of the contents made in statement of claim, First Party No.3 has contended that it is doing a business of supply of manpower for housekeeping to various industries and Second Party is working with the First Party No.3 in the said contract. It is contended that First Party No.3 had taken part in the process as per the tender published by First Party Nos.1 & 2 and had accepted the work. It is contended that the tenure of last tender of First Party No.3 was up to 31/03/2017, First Party No.3 had supplied security guards, sanitation staff & housekeeping staff to the PF office and Second Party was doing the said tender work during the contract period from 1/9/2010 to 10/8/2016. First Party No.3 has contended that Second Party himself has left the job on 10/8/2016. First Party No.3 has denied that services of Second Party were orally terminated. It is contended that Second Party cannot claim the job of his choice as he was appointed in various contract works and he has not been terminated by First Party No.3. It is contended that after completion of tender period, contract work of the First Party No.3 has come to an end. On these grounds, by contending that there is no cause of action for filing this reference, First Party No.3 has claimed rejection of the reference.

10. My learned Predecessor has framed Issues below Exh.O-3. I recorded my findings on those issues for the reasons stated thereunder;

ISSUES	**FINDINGS**
1.Whether the Second Party proves that he is entitled for reinstatement with full back wages with First Party?	…Partly yes.
2.Whether the Second Party is entitled for the rights of permanency/regularization with Solapur Provident Fund Office?	…Partly yes.
3.Whether the Second Party proves that it is entitled for difference of wages as given to permanent employees of the Provident Fund Office?	...No.
4.Whether the Second Party proves that there exists employer-employee relationship between First Party No.1 and the Second Party?	...Yes.
5.Whether the Second Party proves that this Court has jurisdiction to try the present Reference?	...Yes.
6.Whether the Second Party is entitled for the reliefs claimed?	...Partly yes.
7.What order?	...As per final order.

REASONS

11. In support of his claim, Second Party has examined himself by filing his affidavit in lieu of examination-in-

chief at Exh.UW-1. Besides it, Second Party has produced copies of muster rolls for showing his attendance from year 2010 to 2016 at Exh.U-10 and Certificate dtd.13/4/2017 issued by Regional Labour Commissioner under Section 2A of Industrial Disputes Act at Exh.U-11. Being summoned by Second Party, RSV Labour Contractor & Services has produced letter at Exh.U-14 stating therein that it had supplied manpower to PF office on contract basis from 01/04/2007 to 31/08/2010 and Second Party was one amongst those labours. Second Party has also produced copies of letters addressed to PF Office by labour contractors and copies of applications filed by him under RTI Act, copy of his ID Card etc. with Exh.U-6. Being called upon by Second Party, Juni Mill Bekar Kamgar Varasdar v Janhit Sangharsh Samiti Solapur has produced the record showing that Second Party was working at PF office on contract basis as per the contract entered into between the said Samiti and the Solapur PF office for a period from 01/03/2004 to 31/03/2007.

12. First Party Nos.1 & 2 have examined two witnesses on their behalf viz. Shri.Thakur by filing his affidavit in lieu of examination-in-chief at Exh.CW-1 and Shri.Lakhole by filing his affidavit in lieu of examination-in- chief at Exh.CW-2. Besides it, First Party Nos.1 & 2 have produced copy of agreement dtd.01/05/2016 entered into between Royal Industries and PF office at Exh.C-11, copy of CLRA Act at Exh.C-12, letter issued by Regional PF Commissioner at Exh.C-13 and copy of approval letter issued by Regional PF Commissioner alongwith copies of the proceedings taken place before Conciliation Officer at Exh.C-14.

13. First Party No.3 has not examined any witness on its behalf.

14. I have heard learned advocate Shri.V.R.Deshpande for Second Party, learned advocate Shri.A.S.Kanki for First Party Nos.1 & 2 and learned advocate Shri.R.V.Damle for First Party No.3.

AS TO ISSUE NOs.(1) TO (6):

15. All the issues are taken together for consideration. Learned advocate for First Party Nos.1 & 2 argued that Second Party was not appointed by First Party Nos.1 & 2 and Second Party was working with First Party No.1 as a contract employee appointed by the contractors hence, there was no employer-employee relationship between First Party Nos.1 & 2 and the Second party due to which, this Court has no jurisdiction to decide the reference under the provisions of Industrial Disputes Act. He argued that entire control over the work of the Second Party was of labour contractors, payment to the Second Party was being made by the labour contractors only & Second Party had admitted in clear terms before the Labour Commissioner Pune that he is ready to work for labour contractor at any place wherever the work is available. He argued that PF office is office of Central Government where no appointment can be made without following recruitment process, grounds raised in statement of claim are not sufficient to accept the prayers made therein hence, reference shall be answered in the negative.

16. Learned advocate for First Party No.3 argued that in view of the admissions given in cross-examination by the second party, it is clear that First Party has no role in discontinuing the services of the second party. He argued that second party was working with First Party Nos.1 & 2 as a contract labour supplied by First Party No.3 as per the agreement and necessary wages have been paid to the second party for the work performed by him.

17. As against this, learned advocate for Second Party argued that Second Party had taken up the matter to Regional Labour Commissioner Pune and as the conciliation had failed, said authority has issued Certificate under Section 2-A of the Industrial Disputes Act for enabling the Second Party to approach the Labour Court/Industrial Court at Solapur for adjudication of the industrial dispute. He argued that Second Party has worked for First Party No.1 continuously for a long period, the work is of perennial nature which cannot be performed through labour contractors yet, by executing sham & bogus agreements, PF Office has exploited the Second Party by paying meager wages as compared to the regular employees who were performing similar type of work. He argued that PF Office & Labour Contractors are not registered under CLRA Act hence, the agreements are bogus due to which, Second Party is employee of PF office hence, the objection as to jurisdiction of this Court raised by First Party Nos.1 & 2 is not sustainable. He further argued that agreements entered into with labour contractors by PF office from time to time are sham, bogus & camouflage with a view to deny the legitimate rights of permanency of the Second Party. He argued that services of the Second Party are illegally terminated without following provisions of Section 25(F) & Section 25(H) of Industrial Disputes Act. In support of his argument, learned advocate for Second Party has placed reliance on the following authorities;

i) ***Judgment dtd.04/03/2010*** of ***Hon'ble Bombay High Court*** in a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd. Vs. The General Secretary, General Employees Association & Ors (Writ Petition No.4814/2009.),***

ii) ***Judgment dtd.23/02/2023*** of ***Hon'ble Karnataka High Court*** in a case of ***The Mysore Electrical Industries Ltd Vs. Engineering & General Workers Union No.2 (Writ Petition No.3788/2012),***

iii)***R.K.Panda Vs. Steel Authority of India*** reported in ***(1994)5 SCC 304,***

iv)***Power Grid Corporation Vs. 17 Workers*** reported in ***2014(140) FLR 93.***

v) ***Judgment dtd.12/03/2024*** of ***Hon'ble Supreme Court*** in a case of

Mahanadi Coalfields Ltd. Vs. Brajrajnagar Coal Mines (Civil Appeal Nos.4092-4093/2024.

I have gone through those authorities.

18. In a case of ***The Mysore Electrical Industries Ltd*** cited above, Hon'ble Karnataka High Court has extensively dealt with the provisions of Section 10 of the CLRA Act. In para-20 of the Judgment, Hon'ble High Court had formulated four questions for consideration. While answering question No.1 framed as "Whether a Notification under Section 10(1) of CLRA Act is a prerequisite for the Industrial Tribunal to have jurisdiction to decide the matter relating to reinstatement, regularization of services of contract labour?", Hon'ble Karnataka High Court has held as under;

21.5 A perusal of Section 10 would indicate that the State Government can in certain cases prohibit contract labour which would necessarily mean that it is only as regards the areas where State Government by exercise of powers under Section 10 can prohibit it. The reference made by Shri.H.N.Muralidhar, learned counsel as regards Section 10, in my considered opinion, is completely misconceived inasmuch as Section 10 relates to prohibition of contract labour in certain industries. The submission of Shri.Muralidhar that unless there is prohibition by notification under Section 10, an employer can engage contract labour, is according to me again misconceived. Merely because there is no notification under Section 10 of CLRA, the same would not permit an employer who is not registered under Section 7 to enter into a contract for contract labour with a contractor who is not registered under Section 12. The requirement of Section 7 and 12 are to be complied with irrespective of whether there is a notification under Section 10 or not.

21.6 Section 10 only prohibits an engagement of a contract labour and would have no bearing and is not a prerequisite for a workman who is engaged by employer under a contract to raise a dispute for redressal of his grievance.

21.7 In the present matter, the facts on record and which are not in dispute indicate that the workman had been engaged by the employer and were working with him, subsequently their services were shifted by the employer to certain agencies without their consent and they were regarded as contract labour. It is also on record that employer has not registered himself under Section 7 of CLRA and the contractor has not registered under Section 12 of CLRA, let alone the labour being registered under the contractor as contract labour. Thereafter the contractor terminated the contract which was accepted by the employer resulting in the workers being without employment. The Tribunal has come to a categorical finding that the so-called agreement between the employer and contractor is a sham agreement entered into with the sole purpose and intention of making payment of lesser amount to the workers.

19. In a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd Vs. The General Secretary, General Employees Association*** cited above, Hon'ble Bombay High Court has considered the aspects required to determine whether the contract is a contract of service or not and whether the concerned employee is employee of contractor or principal employer. It would be just to reproduce here para 49 to 54 from the said Judgment.

49. Determination of the vexed questions as to whether a contract is a contract of service or not a contract for service and whether the concerned employees are employees of the contractors or the principal employer has never been an easy task. No decision had laid down any hard and fast rule nor is it possible to do so. The question in each case has to be answered having regard to the facts involved therein. No single test-be it control test, or any other test has been held to be the determinative factor for determining the jural relationship of employer and employee.

50. In spite of the obvious importance of the distinction between an employee and an independent contractor, the tests to be applied are vague and may, in a borderline case, be difficult to apply. Historically, the solution lay in applying the control test, i.e. could the employer control not just what the person was to do, but also the manner of his doing it i.e. 'how'- if so, that person was his employee. In the context in which it mainly arose in the nineteenth century, of domestic, agricultural and manual workers, this test had much to commend it, but with the increased sophistication of industrial processes and the greater numbers of professional and skilled people being in salaried employment, it soon became obvious that the test was insufficient (for example in the case of a doctor, architect, skilled engineer, pilot, etc.) and so, despite certain attempts to modernize it, itis now accepted that in itself 'control' is no longer the sole test, though it does remain a factor and perhaps, in some cases, a decisive one.

51. In the search for a substitute test, ideas have been put forward of an 'integration' test, i.e. whether the person was fully integrated into the employer's concern. In the present case, looking to the fact that the workers have been working for such a long time in the establishment of the Petitioner, it can be said that they are fully integrated in the Petitioner's establishment.

Once again, integration is not now viewed as a sufficient test in itself, but rather as a potential factor which may be useful in allowing a Court to take a wider and more realistic view. The modern approach has been to abandon the search for a single test, and instead to take a multiple or pragmatic approach, weighing all the factors for and against a contract of employment and determining on which side the scales eventually settle.

52. The control test and the integration tests, therefore, are not only factors which can be said to decisive. With a view to elicit the answer, the Court is required to consider several factors which would have a bearing on the

result including (a)who is appointing authority i.e. contractor or principal employer; (b)who is the paymaster; (c)the extent of control and supervision; (d)who directs 'how' the job is tobe done; (e)nature of establishment. Thus, many factors have a bearing on the result. Who is paymaster, who can dismiss, how long the alternative service lasts, what machinery is employed, have to be kept in mind. The expressions used in any individual case must always be considered in regard to the subject. However, amongst the many tests suggested I think that one of the most satisfactory, by which to ascertain who is the employer at any particular time is to ask who is entitled to tell the employee the way in which he is to do the work upon which he is engaged. In the present case, the evidence on record shows that it was the officers of the Petitioner who told the workers what work is to be done and how it is to be done.

53. It needs to be highlighted that post abolition tests to be applied are laid down in para 125(5) of the Judgment of the Constitution Bench of the Supreme Court in the case of Steel Authority of India Ltd and others Vs. National Union Waterfront Workers and others reported in (2001)7 SCC 1. In the said decision, it is observed that on issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial Legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employee of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose. If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition. In the present case, from the evidence I find that all the tests which are required to be applied as per law declared by the Supreme Court are fulfilled and Tribunal has rightly directed these workers to be regularized.

54. The learned counsel for the respondent relied upon the decision in Indian Oil Corporation Ltd v Union of India and Ors (2009 I CLR 659), wherein it is observed as under;

"In the light of the decision is Umadevi's case, the earlier decision in Steel Authority of India's case would be confined only to private sector and contract workers in State or public sector undertaking will not be entitled to claim regularization even if the contract was sham and bogus and as such the order of reference ought to be set aside. In Umadevi's case the Court was not concerned with the provisions of the Contract Labour (Regulation and Abolition) Act and the power of the industrial adjudicator to grant appropriate relief in the reference under the Industrial Disputes Act. The Case does not even deal with the judgment in the Steel Authority of India's case. Both operate in different fields and the decision in Umadevi's case does not deal with the question of reference and forum where rights will have to be adjudicated. Umadevi's case is concerned with relief and the industrial adjudicator is required to examine the said question. The respondent workmen cannot be denied reference at this stage. As to what relief will be granted is uncertain and depends upon the number of facts. This position is also clear from at least three Judgments, i.e. i. Mineral Exploration Corporation Employees Union Vs Mineral Exploration Corporation Limited and Anr.(2006 III CLR 956 SC), ii. Oil and Natural Gas Corporation Ltd Vs. Engg. Mazdoor Sangh (2007)1 SCC 250) and iii. Madhya Pradesh Administration V Tribhuban (2007)9 SCC 748).

20. By referring the law laid down by Hon'ble Supreme Court in a case of ***R.K.Panda Vs. Steel Authority of India*** cited above, Hon'ble Bombay High Court has held in the said Judgment that whether the contract labourers have become the employees of the principal employer in the course of time and whether the engagement and employment of labourers through a contractor is a mere camouflage & a smokescreen, is a question of fact and has to be established by the contract labourers on the basis of the requisite material. In para-57 of the said authority, Hon'ble Bombay High Court has observed as under;

"...From the evidence, it is seen that i] the management controls and supervises the work of the workmen, ii] the workers have been working for a very long period in the establishment of the petitioner; it can be said that they are integrated in the establishment of the petitioner, iii] though the responsibility is cast upon the contractors to make payment of wages, provident fund contribution etc, the entire payments were overseen by the Petitioner Management. Thus, even though the certain amounts were paid by the contractor, in the real sense, ultimately, it is the Petitioner Management which pays the amount; iv] in spite of change of contractors, neither the workmen were replaced nor fresh appointments were made. All these facts show that the contract was sham and bogus and a mere camouflage. On lifting the veil and looking to the conspectus of factors governing employment, the conclusion is that the real employer of the workers in the present petition is the petitioner."

21. In the said Judgment, Hon'ble Bombay High Court has referred to the decision of Hon'ble Apex Court in a case of Hindalco Industries Ltd wherein Hon'ble Supreme Court has held that (a)the workmen have been employed for long years and despite a change of contractors the workers continued to be employed in the canteen, (b)evidence

on record established the ultimate control of management on the canteen employees, in such cases, the Court would be entitled to pierce the veil and arrive at a finding that the justification relating to appointment of a contractor is sham or nominal and in effect & substance there exists a direct relationship of employer and employee between the principal and the workmen. By making reference to those observations, Hon'ble Bombay High Court has held that *"In the present case also, both these aspects are found very much present. The material on record clearly shows that the activities of the workmen are ultimately controlled by the Company. Thus, considering all the mentioned factors cumulatively, it can safely be said that the Respondents Workmen are in fact the workmen of the Petitioners – Management. In these circumstances, the Tribunal was perfectly right in arriving at the conclusion that the contract is nothing but a paper agreement and granting relief"*.

22. Keeping in mind the legal position laid down in those authorities, I would go to discuss the evidence available on record. Before that, it would be apposite to consider the jurisdictional aspect based on law point only. It is an admitted fact that First Party Nos.1 & 2 are the offices established under the Employees Provident Funds Act which is a Central Act hence, appropriate Government is the Central Government. Learned advocate for Second Party drew attention of this Court to Section 10 of Industrial Disputes Act. Third Proviso appended to Sub-Section 1 of Section 10 provides that where the dispute in relation to which Central Government is appropriate Government, it shall be competent for that Government to refer the dispute to Labour Court or Industrial Tribunal, as the case may be, constituted by State Government. In view of the said provision, this Court is satisfied that the dispute referred to this Court by the Regional Labour Commissioner is within the jurisdiction of this Court. So far as relationship between First Party Nos.1 & 2 and Second Party is concerned, said aspect will have to be decided by taking into consideration the evidence adduced and produced by both the parties so also, the legal position laid down in the authorities cited above.

23. Second Party has reiterated most of the contents of his statement of claim in his affidavit of examination-in-chief. In his cross-examination taken on behalf of First Party No.3, Second Party has stated that he was not employed with First Party No.3, he is not terminated from the service by First Party No.3, he has no grievance against First Party No.3 and monthly salary was being paid to him by the First Party No.3. In the cross-examination taken on behalf of First Party Nos.1 & 2, Second Party has stated that PF office had appointed him by saying that contract to First Party No.3 has been given for record purposes. He has admitted in his said cross-examination that First Party Nos.1 & 2 had not given appointment letter to him and his appointment was not by following procedure of giving advertisement, taking examination and interviews. He has admitted that First Party Nos.1 & 2 had given letter to First Party No.3 for supply of workers. He has admitted that First Party Nos.1 & 2 used to give one single Cheque to First Party No.3 towards the salaries of the workers and First Party No.3 used to make payment of salary to him from the said amount by making deduction of ESI & PF contributions.

24. Witness Shri.Thakur of First Party Nos.1 & 2 has reiterated most of the contents of written statement of First Party Nos.1 & 2 in his affidavit of examination-in-chief. In the cross-examination taken on behalf of First Party No.3, Shri.Thakur has admitted that First Party Nos.1 & 2 had given a contract during a period from September-2010 to 31/03/2011 for supply of workers by executing agreement with the labour contractor and the labour contractor had supplied workers as per said contract. In the cross-examination taken on behalf of Second Party, Shri.Thakur has admitted about the nature of work to be performed by PF office and the process undertaken daily for cleaning of the premises of PF office. Shri.Thakur has admitted in his cross-examination that the contract labours have to perform their works in the PF office only and the work of proper filing being performed by contract labours is being supervised by the concerned clerk in Billing Section of the PF office. He has stated in his cross-examination that he is not aware of the works being performed by the contract labours in the PF office before he joined the office in October-2021. He has admitted in his cross-examination that the work which the Second Party was performing in the PF office in year 2016 is still available. Shri.Thakur has expressed his inability to tell whether Solapur PF office has got itself registered under the CLRA Act.

25. Witness Shri.Lakhole of First Party Nos.1 & 2 has stated that First Party No.1 hires outsourced manpower as per requirement on annual basis through open tender system and agreement entered into with the contractual agency is being renewed annually. He stated that First Party No.3 had supplied outsourced manpower to First Party No.1 as per requirement on the basis of the contract, First Party No.1 had made payment of the salaries of those workers to First Party No.3 and it had not directly paid salary or wages to those workers hence, there was no employee-employer between the Second Party and First Party No.1. He stated that Section 10 of CLRA Act prohibits employment of contract labours in certain cases relating to the work of perennial in nature, First Party No.1 has not maintained muster rolls of the contract employees and it is the responsibility of the contractual agency to maintain it. He stated that Second Party was engaged through First Party No.3 and Second Party had agreed it so also, had agreed to work with the First Party No.3 as per the availability of work in the case filed before the Regional Labour Commissioner (Central) Pune.

26. In his cross-examination taken on behalf of the Second Party, Shri.Lakhole has admitted that there is no provision in Provident Funds Act to appoint employees through outsourcing and he never saw any document which would show that Delhi Head Office has authorized the Solapur PF office to make appointments of employees by outsourcing. He has admitted in his cross-examination that there is no reference in agreement dtd.01/05/2016 that the

contractor shall appoint a supervisor to supervise the work of the contract employees. He admitted that officers of PF office used to supervise the work of the contract employees. He expressed his inability to tell that Second Party and other contractual employees were performing the work of Filing, record keeping and work related to Pension Department etc. in the PF office and their services were being utilized by PF office at the time of attachment & auction of properties of PF defaulting employers. He has admitted that payment was being made to the contractor on the basis of the actual working days of each contract labourer.

27. Copies of agreements available on record show that PF office used to enter into agreements with the labour contractors for supply of labourers at PF office for performing the works of housekeeping, sanitation, security guard and other miscellaneous type of works like helper specified in a category of unskilled workers. Second Party has come with a specific case that he was in continuous employment of First Party Nos.1 & 2 since year 2005 till his services came to be terminated by oral order on 10/8/2016. Contention of First Party Nos.1 & 2 is that contract was given to various labour contractors and services of the contract labourers supplied by those labour contractors were being utilized by PF office. Second Party had summoned the Juni Mill Bekar Kamgar Varasdar v Janhit Sangharsh Samiti Solapur for production of documents. Accordingly, said Samiti has produced letter at Exh.U-16 wherein, it is mentioned that said Samiti had taken a contract from PF office for supply of contract laboures from 01/03/2004 to 31/03/2007. It mentioned in the said letter that second party has worked as per contract at PF office under the supervision of PF office from 01/06/2004 to 31/03/2007. Post of Second Party is mentioned in the documents produced by the said Samiti with list Exh.U-18 as "Housekeeper". Said Samiti has also produced muster rolls which show the number of working days of the Second Party. First Party Nos.1 & 2 have neither disputed the entries in the documents produced by said Samiti nor adduced any evidence to rebut the entries in those documents.

28. On request of Second Party, witness summons was issued to R.S.V.Labour Contractor & Services. Said labour contractor has also produced documents with Exh.U-13. Letter produced at Exh.U-14 by the said labour contractor shows that second party was working at PF office from 1/04/2007 to 31/08/2010 as per the labour contract given to said contractor by the PF office. Said contractor has produced copies of bills raised by it with PF office for months March-2010 & April 2010. First Party Nos.1 & 2 have not disputed the genuineness of the documents produced by said labour contractor also.

29. Second Party has produced copies of Biometric report maintained by the PF office. He has also produced cop of handwritten muster roll for years 2010 to 2016. First Party No.1 & 2 have not denied the contention of First Party No.3 that second party was working with PF office as its contract employee during a period from 01/09/2010 to 01/03/2015 and thereafter from 01/05/2016 to 10/08/2016. First Party Nos.1 & 2 have neither disputed the genuineness of the documents nor adduced any evidence to disprove the contents of the documents produced by the Second Party for showing his working days at PF office. Having considered the documents available on record as mentioned above, it is clear that Second Party was continuously working at PF office for a long period from year 2005 to 10/8/2016 except for some period in between.

30. The witnesses of First Party Nos.1 & 2 have stated that Second Party was the employee of First Party No.3. They stated that First Party No.1 had no role to play in the employment of Second Party. Documentary evidence available on the record shows that PF office had entered into agreements with other labour contractors also than First Party No.3 and in spite of change of contractors, Second Party continued to work in the PF office for a long period. There is no material to show that either First Party No.3 or any of the labour contractor had entered into agreement with Second Party for making his appointment at PF office. Those aspects show that though the Second Party was shown to have appointed through labour contractors, his real appointing authority was the PF office.

31. Learned advocate for First Party Nos.1 & 2 submitted that entire control over the work of Second Party was of the labour contractors through whom, Second Party was employed on contract basis. There is no material to show that labour contractors either themselves or anybody on their behalf used to remain present at the PF office to supervise & control the work of the Second Party. Copies of agreements produced by the PF office show that duty hours of the contract employees were fixed whereby, contract employees were supposed to attend the work half an hour before the scheduled office opening time and to leave the office after half an hour of the scheduled closing office time. It shows that the work entrusted to Second Party was to be performed by him for more period than the scheduled daily office timings from which, it will have to be held that Second Party was performing the regular work and not temporary work as is stated by the witnesses of PF office. Furthermore, contents of the agreements show that PF office had the authority to terminate the services of contract employees in case of disobedience of the conditions on the part of contract employees which also shows that entire control over the work of the Second Party was of PF office. Considering those aspects, the argument of learned advocate for First Party Nos.1 & 2 is not acceptable that entire control over the Second Party was of the labour contractors.

32. As mentioned above, evidence on record shows that Second Party was working at PF office continuously for a period of more than 12 years though the contractors had changed. It has come in the cross-examination of witnesses of First Party Nos.1 & 2 that the work which the Second Party was performing is continuously available. There is no material to show that PF office had got itself registered under Section 7 of CLRA Act. First Party Nos.3 has placed on record copy of the Certificate of its registration obtained by it on 28/11/2013. Second Party is shown to have engaged

at PF office through First Party No.3 initially in year 2009. There is no material to show that First Party No.3 had obtained necessary license under Section 12 of the CLRA Act that time. Furthermore, there is no material to show that PF office which is the principal employer had got itself registered under Section 7 of the said Act. Witnesses of First Party Nos.1 & 2 have expressed their inability to tell that First Party Nos.1 & 2 had got themselves registered under Section 7 for engaging labour contractors.

33. Thus, the evidence on record shows that necessary requirement of CLRA Act that both the employer & the contractor should be registered under Section 7 & 12 respectively had not been fulfilled for engaging contract labourers. Besides the said discrepancy, the evidence on record clearly shows that Second Party was performing work of perennial nature at the PF office under the control of the office bearers of PF office, his entire work was under the supervision of officers of PF office and said work is continuously available at the PF office. Witnesses of First Party Nos.1 & 2 have stated that the work which the Second Party was performing was of supportive & ancillary nature and it was not involving the primary office work being done by the PF office. However, evidence of the Second Party in respect of the nature of work to be performed by him has not been denied in any manner during his cross-examination. Second Party has stated that he was performing the work of cleaning tables, storing water, filing the various documents in different Files, giving Files to the clerks, sewing of the Form No.24 and Form No.9, searching of Files, reconciliation of old Pension Files, lamination of certificates etc.. Witnesses of First Party Nos.1 & 2 have admitted in their cross-examinations that the work which the Second Party was performing in the PF Office will be required to be performed till PF office is functioning. As the work was being performed by Second Party since last many years, it will have to be held that his work was an integral part of the overall work to be executed for the functioning of PF office.

34. Second Party has worked at the Solapur PF office continuously from year 2005 till 10/08/2016 hence, it will have to be said that Second Party is holding the necessary qualification of the post on which he was working. Second Party being working for such a long tenure, it can be said that the work is adequately available with the PF office. Again, evidence of Second Party that after terminating him from the employment, PF office has engaged other contract employees for performing the same work also shows that the work is continuously available with the PF office.

35. Witness Shri.Lakhole of First Party Nos.1 & 2 has stated that muster rolls, attendance registers and salary registers in respect of the Second Party are not maintained by First Party No.1 and the same were required to be maintained by First Party No.3 through whom, the manpower was hired. Second Party has placed on record the reports of biometrics maintained at the office of PF office wherein, attendance of Second Party has been to recorded for few months in Year 2016 hence, the evidence advanced in that regard by Shri.Lakhole cannot be accepted to be true. Learned advocate for First Party Nos.1 & 2 argued that Second Party was employee of First Party No.3 and Second Party had admitted it before Labour Commissioner during conciliation proceeding so also, the second party had admitted that he is ready to work for the labour contractor at any place. Such a statement appears to have recorded in the documents produced by First Party Nos.1 & 2 at Exh.C-14 however, said statement was not acted upon by the Conciliation Officer. There is nothing in those documents to show that said statement was voluntarily made by the Second Party. It is the contention of the Second Party that he was told by PF office that agreements with labour contractors are entered into for paper work only.

36. Documents produced by the Second Party show that labour contractors had raised bills from time to time at the PF office by showing the post of the Second Party as Housekeeper. Second Party has also produced copies of muster rolls submitted to PF office by the labour contractor with the bills. It appears that attendance of the Second Party was being recorded in the muster rolls maintained by labour contractors for most of the time however, the fact remains that the payment was being made to the Second Party by PF office may be, on raising demands by the labour contractors. Contents of the agreements show that there was a condition that payment to the workers shall be made by deducting ESI & PF contributions. Those aspects show that PF office was the paymaster in the matter of making payment to the second party. Thus, besides having control & supervision over the work of the second party, PF office was the paymaster. Having considered those aspects, this court is of the opinion that Second Party was actually the employee of the PF office and the agreements entered into with the labour contractors by the PF office were sham and/or nominal agreements. I found force in the argument of learned advocate for Second Party that the tactics of employing Second Party under sham & bogus labour contract was used only to give bypass and go bye to the provisions of Labour Laws & Regulations with an intention to deny the right of permanency to the workers like Second Party.

37. Now the question for consideration is as to what relief can be granted in favour of the Second Party? It would be apposite to reproduce here the observations of Karnataka High Court in case of the ***Mysore Electrical Industrial Ltd...*** cited above. Hon'ble Karnataka High Court has held in the said Judgment as;

" 22.2 The finding of the labour court as regards the alleged transaction being a sham and camouflage has already been upheld in answer to point No.1 above. Once this court comes to a finding that the agreement is sham and camouflage, the workmen cannot be denied their just benefits. In the present case, there is no agreement at all, it is only a contention by the employer. The said contention is also sham and to cover of the liability of the employer to

make payment of due amounts to the workmen. The Hon'ble Apex Court in SAIL's case as held that if a contract is found to be not genuine but mere camouflage, so called labour will have to treated as employees of the principal employer, who shall be directed to regularize the services of the contract labour in the establishment concerned subject to there being a vacancy and if there is no vacancy, if principal employers intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if found suitable and if it is necessary, by relaxing the conditions as to maximum age appropriately, taking into consideration the age of workmen at the time of there initial employment by the contractor and also relaxing the condition as to the academic qualification other than technical qualification."

38. Second Party has stated that he was not getting wages like the regular employees of PF office. He has prayed to direct the PF office to regularize his services on completion of 240 days service and to pay him difference in wages as like regular employees. Question had arisen whether the prayers for reinstatement and regularization in service can be considered simultaneously. Learned advocate for the Second Party drew attention of this Court to the Judgment of Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd*** cited above wherein, reliefs of reinstatement & regularization were granted.

39. Learned advocate for First Party Nos.1 & 2 tried to distinguish the said Judgment by submitting that it was found in the said matter that agreements with labour contractors were not executed at all whereas, PF office in this matter had entered into agreements with the labour contractors due to which, according to him, said authority is not helpful to the Second Party. Though the fact situation was like it in the said matter, it is not sufficient for accepting the argument of learned advocate for First Party Nos.1 & 2 for the reason that this Court has already reached to the conclusion that the agreements entered into with the labour contractors by PF office were sham and/or nominal.

40. Learned advocate for First Party Nos.1 & 2 vehemently argued that Second Party has admitted in his cross-examination that First Party Nos.1 & 2 had not given appointment letter to him and his appointment was not by following the procedure of giving advertisement, taking examination and interviews. He argued that PF office is the office of Central Government and no appointment on any post can be made in the said office without following the regular process of recruitment due to which, as the appointment of Second Party was not by following the recruitment process, no relief can be granted in favour of Second Party.

41. Similar argument was advanced before Hon'ble Bombay High Court in a case of ***General Manager…*** cited above by placing reliance on the celebrated Judgment of Hon'ble Apex Court in a case of ***Umadevi..*** While holding that said argument is not acceptable, Hon'ble High Court has held as;

"In Umadevi's case, the Court was not concerned with the provisions of the Contract Labour (Regulation and Abolition) Act and the power of the industrial adjudicator to grant appropriate relief in a reference under the Industrial Disputes Act in such cases. The case does not even deal with the Judgment in the Steel Authority of India's case. Both the decisions operate in different fields. So also in Umarani and National Fertilizers Ltd (Supra), the facts were different, hence, they would not be applicable".

42. Considering those observations, argument of learned advocate for First Party Nos.1 & 2 is not acceptable. Having gone through the Judgment of Hon'ble Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd*** cited above, this Court is of the opinion that reference needs to be answered in the affirmative partly to the effect that Second Party is entitled for reinstatement in service at PF office Solapur. Evidence on record shows that second party has worked for 240 days or more in each year at the PF office from year 2005 till 10/8/2016 however, his prayer to regularize his services on completion of 240 days in an year for the first time cannot be accepted because there is nothing to show that provisions of Model Standing Orders are applicable to PF office. Again, claim of the Second Party is found acceptable as he has been made to work for years together as a contract employee though, there is bar to appoint contract employees through labour contractor for performing the work of perennial nature hence, his prayer to direct the First Party Nos.1 & 2 to pay him the difference cannot be accepted.

43. As Second Party has not worked at the PF office from 10/8/2016, in the facts & circumstances of the case, the crieria of *no work no pay* will have to applied and it would be just to hold that Second Party is not be entitled for any back wages. So far as the prayer for regularization in service is concerned, similar directions as like the directions given by Hon'ble Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd...*** can be given to the First Party Nos.1 & 2. Thus, for all the above mentioned reasons, by recording my findings on Issue Nos.(1) to (6) accordingly, I pass the following order.

ORDER

Reference is answered partly in the affirmative.

The Second Party shall be treated as employee of the First Party Nos.1 & 2.

First Party Nos.1 & 2 shall reinstate the Second Party in service without any back wages.

First Party Nos.1 & 2 shall regularize the services of the Second Party subject to availability of vacancy and in the event of there being no vacancy, as and when vacancy arises, the First Party Nos.1 & 2 shall give preference to the Second Party on the basis of his number in the seniority list of the contract employees, if he is found suitable by

relaxing the conditions as to maximum age and academic qualification.

First Party Nos.1 & 2 shall maintain the seniority list of contractemployees, proper record of sanctioned posts, number of workmen posted to such sanctioned posts or number of vacancies as when the vacancies arise.

Inform the appropriate Government accordingly.

Date : 14/11/2024.

Dictated on: 14/11/2024.

P. P. RAJVAIDYA, Member, Industrial Court, Solapur.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1410.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एम्प्लाइज प्रोविडेंट फण्ड आर्गेनाइजेशन; रॉयल इंडस्ट्रीज सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री शिवराज श्रीकांत कलबुर्गी** के बीच अनुबंध में निर्दिष्ट **औद्योगिक अधिकरण एवं श्रम न्यायालय, सोलापुर, पंचाट (रिफरेन्स न.-11/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.07.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-96]

दिलीप कुमार, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1410.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 11/2017)** of the **Industrial Tribunal cum Labour Court, Solapur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Employees Provident Fund Organisation; Royal Industries Services** and **Shri Shivraj Shrikant Kalburgi** which was received along with soft copy of the award by the Central Government on 24.07.2025.

[No. Z-16025/04/2025-IR(M)-96]

DILIP KUMAR**,** Under Secy.

ANNEXURE

Received on : 27/06/2017.

Registered on : 27/06/2017.

Decided on : 14/11/2024.

Duration : Y. M. D.

06 05 17

BEFORE THE MEMBER INDUSTRIAL COURT, SOLAPUR.

(Presided over by Shri.P.P.Rajvaidya)

REFERENCE I.T. NO.11/2017. **Exh-O.**

(CNR No.MHIC130001952017)

1.The Employees Provident Fund Organization, }

Surwase Towers, Railway Lines, Solapur. }

Notice/Summons be served on }

Regional P.F. Commissioner }

2.Employees Provident Fund Organization (Regional) }

Near Cantonment Office, Golibar Maidan, Pune. }

3.Royal Industries Services, }

Royal Plaza, Murarji Peth, }

Near Hotel Panchali, Solapur 413001. }

(Notice/Summons be served on Mr. Somvanshi). }**...FIRST PARTY.**

Versus

Mr.Shivraj Shrikant Kalburgi, }

Age 20 Years, Occu.: Unemployed, }

R/A Guravwadi, Tq. Akkalkot, }

Dist.- Solapur. }**...Second Party.**

Shri.Kanaki, learned advocate for the First Party Nos.1 & 2.

Shri.R.V.Damle, learned advocate for the First Party No.3.

Shri.V.R.Deshpande, learned advocate for the Second Party.

AWARD

(Passed on 14/11/2024)

1. On the basis of Certificate issued under Section 2-A of Industrial Disputes Act, 1947 by the Regional Labour Commissioner Pune, Second Party has approached this Court and filed this reference.

2. In brief, case of the Second Party, as pleaded in the statement of claim, may be stated as under;

First Party No.1 is Provident Fund Office Solapur (here-in-after referred to as PF office) having a coverage for Solapur, Osmanabad & Latur Districts under Employees Provident Fund & Miscellaneous Provisions Act. Various employers are under statutory obligation to deposit provident fund and contribution for family pension in each month with First Party Nos.1 & 2 in respect of every employee by maintaining the record. To carry out and perform their various activities, First Party Nos.1 & 2 need services of several employees on various posts at their office. Large number of industries, establishments & employers have been covered by the Solapur office by allotting separate Codes.

3. Second Party was appointed at PF office in July 2015 as a Peon/Sepoy and he has rendered continuous & uninterrupted service with the said office since then. He has performed the daily works of cleaning tables in the office, storing water, filing the various documents in different Files, giving the Files to the clerks & officers as per requirements, making entries in Cash & Pension Registers, sewing & binding Form No.24 & Form No.9, reading cash scroll and writing cheque numbers on the backside of cash scroll alongwith dates etc.. Second Party was performing those works as per the directions & instructions given by the Superiors on daily basis. The works which the Second Party was performing is of perennial nature and is available on day-to-day basis. Said work is integral part & parcel of day-to-day functioning of PF office. Said office has issued office notes, orders, work arrangement orders and had directed the Second Party to perform the work of searching Files & keeping 5,000 Files serially, preparing new Pension Files & PPO, reconciliation of old Pension Files, preparing Form No.24 of old Files, sorting of new PPO bank wise & branch wise, lamination of certificates, preparing new scheme certificates & Pension Files etc. from time to time. Second Party had attended said work even on holidays. Those works will be available with PF office till said office is in existence.

4. Though the work of permanent & perennial cannot be allotted to labour contractors as per provisions of Contract Labour (Regulation & Abolition) Act, 1970 (for short CLRA Act), it was given illegally to labour contractors. At the time of registration and at the time of taking the licences for principal employer & labour contractor, First Party Nos.1 to 3 have stated to Registering Authority that they will provide the work of housekeeping only on contract basis which is of intermittent & temporary nature though said work is not of that nature. First Party Nos.1 & 2 have allotted the work of perennial & continuous nature to contractor's labour i.e. to the Second Party. The tactics of employing Second Party under sham & bogus labour contract is used only to give bypass and go bye to the provisions of various Labour Laws & Regulations with sole intention to deny the right of permanency to the workers like Second Party. Said illegal *modus operandi* was used to facilitate the forbidden hire & fire policy which is only a smokescreen and eyewash having no legal basis, foundation and sanctity.

5. Second Party has worked continuously at the PF office for more than 240 days in each year from July 2015

without any break despite which, his services have been terminated by oral order dtd.10/8/2016 without giving any prior notice, notice-pay in lieu thereof or retrenchment compensation. Seniority list was not prepared & published before termination of Second Party and any opportunity of hearing was not given to him as per principles of natural justice. There was no legal, valid and reasonable ground for his oral termination. The work which the Second Party was performing has been allotted to other labours of the same contractor after his termination. Service of Second Party has been terminated only to deny legal & justifiable right of permanency/regularization in service though he is entitled for it immediately on completion of 240 days service as per the provisions of Standing Orders & Circulars. Second Party had met Shri.Sudhakar Bhosle of PF office several times after his termination and said Shri.Bhosle had promised to take back the Second Party in service by taking into consideration his past meritorious service hence, Second Party had not issued the demand notice immediately after his termination.

6. On these grounds, Second Party has prayed to allow the reference & answer it in the affirmative, to direct the First Party to reinstate him in service with full back wages and continuity of service, to direct the First Party to grant status of permanent/regular employee on him from the date of completion of 240 days service at PF office and to direct to pay him the difference of the wages & allowances accordingly with interest @ 12% per annum so also, to direct the First Party to pay the difference between actually paid wages along with 12% interest and wages paid to permanent workers with retrospective effect.

7. First Party Nos.1 & 2 have resisted the statement of claim by filing written statement below Exh.C-4. By denying most of the allegations made against them in the statement of claim, First Party Nos.1 & 2 have contended that Second Party was not their employee and he was not appointed by First Party No.1 and thus, there is no employer-employee relationship between First Party No.1 and Second Party. It is contended that the work is of supportive & ancillary nature and it does not involve any primary official work done by the PF office. It is further contended that the system of official procedure was appropriately followed by First Party No.1 for engaging the Second Party through First Party No.3 and Second Party had agreed on 29/3/2017 before Regional Labour Commissioner (Central) Pune in the case filed by him that he has been employed by First Party No.3 so also, he is willing to work with First Party No.3 wherever the work is available but now he is falsely claiming to be the employee of First Party No.1.

8. First Party Nos.1 & 2 have contended that First Party No.1 has never terminated the Second Party, First Party No.3 has provided some other work to the Second Party at some other place but Second Party has denied to work there. It is contended that Shri.Sudhakar Bhosale has never promised the Second Party for taking in service. It is contended that documents referred to by Second Party were never maintained by the PF office, Second Party was employed by First Party No.3 and First Party No.1 has no role to play regarding the employment status of Second Party. On these grounds, First Party Nos.1 & 2 have claimed rejection of the statement of claim.

9. First Party No.3 has resisted the statement of claim by filing written statement below Exh.CA-7. By denying most of the contents made in statement of claim, First Party No.3 has contended that it is doing a business of supply of manpower for housekeeping to various industries and Second Party is working with the First Party No.3 in the said contract. It is contended that First Party No.3 had taken part in the process as per the tender published by First Party Nos.1 & 2 and had accepted the work. It is contended that the tenure of last tender of First Party No.3 was up to 31/03/2017, First Party No.3 had supplied security guards, sanitation staff & housekeeping staff to the PF office and Second Party was doing the said tender work during the contract period from 19/07/2015 till he himself left the job on 10/08/2016. First Party No.3 has denied that services of Second Party were orally terminated. It is contended that Second Party cannot claim the job of his choice as he was appointed in various contract works and he has not been terminated by First Party No.3. It is contended that after completion of tender period, contract work of the First Party No.3 has come to an end. On these grounds, by contending that there is no cause of action for filing this reference, First Party No.3 has claimed rejection of the reference.

10. My learned Predecessor has framed Issues below Exh.O-3. I recorded my findings on those issues for the reasons stated thereunder;

ISSUES	**FINDINGS**
1.Whether the Second Party proves that he is entitled for reinstatement with full back wages with First Party?	…No.
2.Whether the Second Party is entitled for the rights of permanency/regularization with Solapur Provident Fund Office ?	…No.
3.Whether the Second Party proves that it is entitled for difference of wages as given to permanent employees of the Provident Fund Office?	...No.

4.Whether the Second Party proves that there exists employer-employee relationship between First Party No.1 and the Second Party?	...No.
5.Whether the Second Party proves that this Court has jurisdiction to try the present Reference?	...Yes.
6.Whether the Second Party is entitled for the reliefs claimed?	...No.
7.What order?	...As per final order.

REASONS

11. In support of his claim, Second Party has examined himself by filing his affidavit in lieu of examination-in-chief at Exh.UW-1. Besides it, Second Party has produced copies of muster rolls for showing his attendance at Exh.U-10 and Certificate dtd.13/04/2017 issued by the Regional Labour Commissioner under Section 2A of Industrial Disputes Act at Exh.U-11. Being summoned by Second Party, RSV Labour Contractor & Services has produced letter at Exh.U-12 stating therein that it had supplied manpower to PF office on contract basis from 01/04/2007 to 31/08/2010.

12. First Party Nos.1 & 2 have examined two witnesses on their behalf viz. Shri.Thakur by filing his affidavit in lieu of examination-in-chief at Exh.CW-1 and Shri.Lakhole by filing his affidavit in lieu of examination-in- chief at Exh.CW-2. Besides it, First Party Nos.1 & 2 have produced copy of agreement dtd.01/05/2016 entered into between Royal Industries and PF office Solapur at Exh.C-11, copy of Contract Labour Act at Exh.C-12, letter issued by Regional PF Commissioner at Exh.C-13 and copy of approval letter issued Regional PF Commissioner alongwith copies of the proceeding taken place before Conciliation Officer at Exh.C-14.

13. First Party No.3 has not examined any witness on its behalf.

14. I have heard learned advocate Shri.V.R.Deshpande for Second Party, learned advocate Shri.A.S.Kanki for First Party Nos.1 & 2 and learned advocate Shri.R.V.Damle for First Party No.3.

AS TO ISSUE NOs.(1) TO (6):

15. All the issues are taken together for consideration. Learned advocate for First Party Nos.1 & 2 argued that Second Party was not appointed by First Party Nos.1 & 2 and Second Party was working with First Party No.1 as a contract employee appointed by the contractors hence, there was no employer-employee relationship between First Party Nos.1 & 2 and the Second party due to which, this Court has no jurisdiction to decide the reference under the provisions of Industrial Disputes Act. He argued that entire control over the work of the Second Party was of labour contractors, payment to the Second Party was being made by the labour contractors only & Second Party had admitted in clear terms before the Labour Commissioner Pune that he is ready to work for labour contractor at any place wherever the work is available. He argued that PF office is office of Central Government where no appointment can be made without following recruitment process, grounds raised in statement of claim are not sufficient to accept the prayers made therein hence, reference shall be answered in the negative.

16. Learned advocate for First Party No.3 argued that in view of the admissions given in cross-examination by the second party, it is clear that First Party has no role in discontinuing the services of the second party. He argued that second party was working with First Party Nos.1 & 2 as a contract labour supplied by First Party No.3 as per the agreement and necessary wages have been paid to the second party for the work performed by him.

17. As against this, learned advocate for Second Party argued that Second Party had taken up the matter to Regional Labour Commissioner Pune and as the conciliation had failed, said authority has issued Certificate under Section 2-A of the Industrial Disputes Act for enabling the Second Party to approach the Labour Court/Industrial Court at Solapur for adjudication of the industrial dispute. He argued that Second Party has worked for First Party No.1 continuously for a long period, the work is of perennial nature which cannot be performed through labour contractors yet, by executing sham & bogus agreements, PF Office has exploited the Second Party by paying meager wages as compared to the regular employees who were performing similar type of work. He argued that PF Office & Labour Contractors are not registered under CLRA Act hence, the agreements are bogus due to which, Second Party is employee of PF office hence, the objection as to jurisdiction of this Court raised by First Party Nos.1 & 2 is not sustainable. He further argued that agreements entered into with labour contractors by PF office from time to time are sham, bogus & camouflage with a view to deny the legitimate rights of permanency of the Second Party. He argued that services of the Second Party are illegally terminated without following provisions of Section 25(F) & Section 25(H) of Industrial Disputes Act. In support of his argument, learned advocate for Second Party has placed reliance on

the following authorities;

i) ***Judgment dtd.04/03/2010*** of ***Hon'ble Bombay High Court*** in a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd. Vs. The General Secretary, General Employees Association & Ors (Writ Petition No.4814/2009.),***

ii) ***Judgment dtd.23/02/2023*** of ***Hon'ble Karnataka High Court*** in a case of ***The Mysore Electrical Industries Ltd Vs. Engineering & General Workers Union No.2 (Writ Petition No.3788/2012),***

iii)***R.K.Panda Vs. Steel Authority of India*** reported in ***(1994)5 SCC 304,***

iv)***Power Grid Corporation Vs. 17 Workers*** reported in ***2014(140) FLR 93.***

v) ***Judgment dtd.12/03/2024*** of ***Hon'ble Supreme Court*** in a case of ***Mahanadi Coalfields Ltd. Vs. Brajrajnagar Coal Mines (Civil Appeal Nos.4092-4093/2024.***

I have gone through those authorities.

18. In a case of ***The Mysore Electrical Industries Ltd*** cited above, Hon'ble Karnataka High Court has extensively dealt with the provisions of Section 10 of the CLRA Act. In para-20 of the Judgment, Hon'ble High Court had formulated four questions for consideration. While answering question No.1 framed as "Whether a Notification under Section 10(1) of CLRA Act is a prerequisite for the Industrial Tribunal to have jurisdiction to decide the matter relating to reinstatement, regularization of services of contract labour?", Hon'ble Karnataka High Court has held as under;

21.5 A perusal of Section 10 would indicate that the State Government can in certain cases prohibit contract labour which would necessarily mean that it is only as regards the areas where State Government by exercise of powers under Section 10 can prohibit it. The reference made by Shri.H.N.Muralidhar, learned counsel as regards Section 10, in my considered opinion, is completely misconceived inasmuch as Section 10 relates to prohibition of contract labour in certain industries. The submission of Shri.Muralidhar that unless there is prohibition by notification under Section 10, an employer can engage contract labour, is according to me again misconceived. Merely because there is no notification under Section 10 of CLRA, the same would not permit an employer who is not registered under Section 7 to enter into a contract for contract labour with a contractor who is not registered under Section 12. The requirement of Section 7 and 12 are to be complied with irrespective of whether there is a notification under Section 10 or not.

21.6 Section 10 only prohibits an engagement of a contract labour and would have no bearing and is not a prerequisite for a workman who is engaged by employer under a contract to raise a dispute for redressal of his grievance.

21.7 In the present matter, the facts on record and whichare not in dispute indicate that the workman had been engaged by the employer and were working with him, subsequently their services were shifted by the employer to certain agencies without their consent and they were regarded as contract labour. It is also on record that employer has not registered himself under Section 7 of CLRA and the contractor has not registered under Section 12 of CLRA, let alone the labour being registered under the contractor as contract labour. Thereafter the contractor terminated the contract which was accepted by the employer resulting in the workers being without employment. The Tribunal has come to a categorical finding that the so-called agreement between the employer and contractor is a sham agreement entered into with the sole purpose and intention of making payment of lesser amount to the workers.

19. In a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd Vs. The General Secretary, General Employees Association*** cited above, Hon'ble Bombay High Court has considered the aspects required to determine whether the contract is a contract of service or not and whether the concerned employee is employee of contractor or principal employer. It would be just to reproduce here para 49 to 54 from the said Judgment.

49. Determination of the vexed questions as to whether a contract is a contract of service or not a contract for service and whether the concerned employees are employees of the contractors or the principal employer has never been an easy task. No decision had laid down any hard and fast rule nor is it possible to do so. The question in each case has to be answered having regard to the facts involved therein. No single test-be it control test, or any other test has been held to be the determinative factor for determining the jural relationship of employer and employee.

50. In spite of the obvious importance of the distinction between an employee and an independent contractor,

the tests to be applied are vague and may, in a borderline case, be difficult to apply. Historically, the solution lay in applying the control test, i.e. could the employer control not just what the person was to do, but also the manner of his doing it i.e. 'how'- if so, that person was his employee. In the context in which it mainly arose in the nineteenth century, of domestic, agricultural and manual workers, this test had much to commend it, but with the increased sophistication of industrial processes and the greater numbers of professional and skilled people being in salaried employment, it soon became obvious that the test was insufficient (for example in the case of a doctor, architect, skilled engineer, pilot, etc.) and so, despite certain attempts to modernize it, it is now accepted that in itself 'control' is no longer the sole test, though it does remain a factor and perhaps, in some cases, a decisive one.

51. In the search for a substitute test, ideas have been put forward of an 'integration' test, i.e. whether the person was fully integrated into the employer's concern. In the present case, looking to the fact that the workers have been working for such a long time in the establishment of the Petitioner, it can be said that they are fully integrated in the Petitioner's establishment.

Once again, integration is not now viewed as a sufficient test in itself, but rather as a potential factor which may be useful in allowing a Court to take a wider and more realistic view. The modern approach has been to abandon the search for a single test, and instead to take a multiple or pragmatic approach, weighing all the factors for and against a contract of employment and determining on which side the scales eventually settle.

52. The control test and the integration tests, therefore, are not only factors which can be said to decisive. With a view to elicit the answer, the Court is required to consider several factors which would have a bearing on the result including (a)who is appointing authority i.e. contractor or principal employer; (b)who is the paymaster; (c)the extent of control and supervision; (d)who directs 'how' the job is to be done; (e)nature of establishment. Thus, many factors have a bearing on the result. Who is paymaster, who can dismiss, how long the alternative service lasts, what machinery is employed, have to be kept in mind. The expressions used in any individual case must always be considered in regard to the subject. However, amongst the many tests suggested I think that one of the most satisfactory, by which to ascertain who is the employer at any particular time is to ask who is entitled to tell the employee the way in which he is to do the work upon which he is engaged. In the present case, the evidence on record shows that it was the officers of the Petitioner who told the workers what work is to be done and how it is to be done.

53. It needs to be highlighted that post abolition tests to be applied are laid down in para 125(5) of the Judgment of the Constitution Bench of the Supreme Court in the case of Steel Authority of India Ltd and others Vs. National Union Waterfront Workers and others reported in (2001)7 SCC 1. In the said decision, it is observed that on issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial Legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employee of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose. If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition. In the present case, from the evidence I find that all the tests which are required to be applied as per law declared by the Supreme Court are fulfilled and Tribunal has rightly directed these workers to be regularized.

54. The learned counsel for the respondent relied upon the decision in Indian Oil Corporation Ltd v Union of India and Ors (2009 I CLR 659), wherein it is observed as under;

"In the light of the decision is Umadevi's case, the earlier decision in Steel Authority of India's case would be confined only to private sector and contract workers in State or public sector undertaking will not be entitled to claim regularization even if the contract was sham and bogus and as such the order of reference ought to be set aside. In Umadevi's case the Court was not concerned with the provisions of the Contract Labour (Regulation and Abolition) Act and the power of the industrial adjudicator to grant appropriate relief in the reference under the Industrial Disputes Act. The Case does not even deal with the judgment in the Steel Authority of India's case. Both operate in different fields and the decision in Umadevi's case does not deal with the question of reference and forum where rights will have to be adjudicated. Umadevi's case is concerned with relief and the industrial adjudicator is required to examine the said question. The respondent workmen cannot be denied reference at this stage. As to what relief will be granted is uncertain and depends upon the number of facts. This position is also clear from at least three Judgments, i.e. i. Mineral Exploration Corporation Employees Union Vs Mineral Exploration Corporation Limited and Anr.(2006 III CLR 956 SC), ii. Oil and Natural Gas Corporation Ltd Vs. Engg. Mazdoor Sangh (2007)1 SCC 250) and iii. Madhya Pradesh Administration V Tribhuban (2007)9 SCC 748).

20. By referring the law laid down by Hon'ble Supreme Court in a case of ***R.K.Panda Vs. Steel Authority of India*** cited above, Hon'ble Bombay High Court has held in the said Judgment that whether the contract labourers have become the employees of the principal employer in the course of time and whether the engagement and employment of labourers through a contractor is a mere camouflage & a smokescreen, is a question of fact and has to be established by the contract labourers on the basis of the requisite material. In para-57 of the said authority, Hon'ble Bombay High Court has observed as under;

"...From the evidence, it is seen that i] the management controls and supervises the work of the workmen, ii] the workers have been working for a very long period in the establishment of the petitioner; it can be said that they are integrated in the establishment of the petitioner, iii] though the responsibility is cast upon the contractors to make payment of wages, provident fund contribution etc, the entire payments were overseen by the Petitioner Management. Thus, even though the certain amounts were paid by the contractor, in the real sense, ultimately, it is the Petitioner Management which pays the amount; iv] in spite of change of contractors, neither the workmen were replaced nor fresh appointments were made. All these facts show that the contract was sham and bogus and a mere camouflage. On lifting the veil and looking to the conspectus of factors governing employment, the conclusion is that the real employer of the workers in the present petition is the petitioner."

21. In the said Judgment, Hon'ble Bombay High Court has referred to the decision of Hon'ble Apex Court in a case of Hindalco Industries Ltd wherein Hon'ble Supreme Court has held that (a)the workmen have been employed for long years and despite a change of contractors the workers continued to be employed in the canteen, (b)evidence on record established the ultimate control of management on the canteen employees, in such cases, the Court would be entitled to pierce the veil and arrive at a finding that the justification relating to appointment of a contractor is sham or nominal and in effect & substance there exists a direct relationship of employer and employee between the principal and the workmen. By making reference to those observations, Hon'ble Bombay High Court has held that *"In the present case also, both these aspects are found very much present. The material on record clearly shows that the activities of the workmen are ultimately controlled by the Company. Thus, considering all the mentioned factors cumulatively, it can safely be said that the Respondents Workmen are in fact the workmen of the Petitioners – Management. In these circumstances, the Tribunal was perfectly right in arriving at the conclusion that the contract is nothing but a paper agreement and granting relief"*.

22. Keeping in mind the legal position laid down in those authorities, I would go to discuss the evidence available on record. Before that, it would be apposite to consider the jurisdictional aspect based on law point only. It is an admitted fact that First Party Nos.1 & 2 are the offices established under the Employees Provident Funds Act which is a Central Act hence, appropriate Government is the Central Government. Learned advocate for Second Party drew attention of this Court to Section 10 of Industrial Disputes Act. Third Proviso appended to Sub-Section 1 of Section 10 provides that where the dispute in relation to which Central Government is appropriate Government, it shall be competent for that Government to refer the dispute to Labour Court or Industrial Tribunal, as the case may be, constituted by State Government. In view of the said provision, this Court is satisfied that the dispute referred to this Court by the Regional Labour Commissioner is within the jurisdiction of this Court. So far as relationship between First Party Nos.1 & 2 and Second Party is concerned, said aspect will have to be decided by taking into consideration the evidence adduced and produced by both the parties so also, the legal position laid down in the authorities cited above.

23. Second Party has reiterated most of the contents of statement of claim in his affidavit of examination-in-chief. In his cross-examination taken on behalf of First Party No.3, Second Party has stated that he was not employed with First Party No.3, he is not terminated from the service by First Party No.3, he has no grievance against First Party No.3 and monthly salary was being paid to him by the First Party No.3. In the cross-examination taken on behalf of First Party Nos.1 & 2, Second Party has stated that PF office had appointed him by saying that contract to First Party No.3 has been given for record purposes. He has admitted in his said cross-examination that First Party Nos.1 & 2 had not given appointment letter to him and his appointment was not by following procedure of giving advertisement, taking examination and interviews. He has admitted that First Party Nos.1 & 2 had given letter to First Party No.3 for supply of workers. He has admitted that First Party Nos.1 & 2 used to give one single Cheque to First Party No.3 towards the salaries of the workers and First Party No.3 used to make payment of salary to him from the said amount by making deduction of ESI & PF contributions.

24. Witness Shri.Thakur of First Party Nos.1 & 2 has reiterated most of the contents of written statement of First Party Nos.1 & 2 in his affidavit of examination-in-chief. In the cross-examination taken on behalf of First Party No.3, Shri.Thakur has admitted that First Party Nos.1 & 2 had given a contract during a period from September-2010 to 31/03/2011 for supply of workers by executing agreements with the labour contractor and the Labour contractor had supplied workers as per said contract. In the cross-examination taken on behalf of Second Party, Shri.Thakur has admitted about the nature of work to be performed by PF office and the process undertaken daily for cleaning of the premises of PF office. Shri.Thakur has admitted in his cross-examination that the contract labours have to perform their works in the PF office only and the work of proper filing being performed by contract labours is being

supervised by the concerned clerk in Billing Section of the PF office. He has stated in his cross-examination that he is not aware of the works being performed by the contract labours in the PF office before he joined the office in October-2021. He has admitted in his cross-examination that the work which the Second Party was performing in the PF office in year 2016 is still available. Shri.Thakur has expressed his inability to tell whether Solapur PF office has got itself registered under the Contract Labour (Regulation & Abolition) Act, 1970 (for short CLRA Act).

25. Witness Shri.Lakhole of First Party Nos.1 & 2 has stated that First Party No.1 hires outsourced manpower as per requirement on annual basis through open tender system and agreement entered into with the contractual agency is being renewed annually. He stated that First Party No.3 had supplied outsourced manpower to First Party No.1 as per the requirement on the basis of the contract, First Party No.1 made payment of the salaries of those workers to First Party No.3 and it does not directly pay salary or wages to those workers hence, there was no employee-employer between the Second Party and First Party No.1. He stated that Section 10 of the Contract Labour Act prohibits employment of contract labours in certain cases relating to the work of perennial nature, First Party No.1 has not maintained muster rolls of the contract employees and it is the responsibility of the contractual agency to maintain it. He stated that Second Party was engaged through First Party No.3 and Second Party had agreed it so also, had agreed to work with the First Party No.3 as per the availability of work in the case filed before the Regional Labour Commissioner (Central) Pune.

26. In his cross-examination taken on behalf of the Second Party, Shri.Lakhole has admitted that there is no provision in Provident Funds Act to appoint employees through outsourcing and he never saw any document which would show that Delhi Head Office has authorized the Solapur PF office to make appointments of employees by outsourcing. He has admitted in his cross-examination that there is no reference in agreement dtd.01/05/2016 that the contractor shall appoint a supervisor to supervise the work of the contract employees. He admitted that officers of PF office used to supervise the work of the contract employees. He expressed his inability to tell that Second Party and other contractual employees were performing the work of Filing, record keeping, work related to Pension Department etc in the PF office and their services were being utilized by PF Office at the time of attachment & auction of properties of PF defaulting employers. He has admitted that payment was being made to the contractor on the basis of the actual working days of each contract labourer.

27. Second Party has come with a specific contention that he was in employment of first party No.1 since July 2015 till his services came to be terminated by oral order on 10/8/2016. Second Party had summoned Juni Mill Bekar Kamgar Varasdar v Janhit Sangharsh Samiti Solapur & R.S.V. Labour Contractor for production of documents. Accordingly, R.S.V. Labour Contractor has produced documents with list Exh.U-11. Those documents are not concerning the Second Party but are of a period prior to July-2015 hence, those documents are not helpful to the Second Party.

28. Second Party has produced copies of Biometric report maintained by the PF office. He has also produced copy of handwritten muster roll. First Party Nos.1 & 2 have neither disputed the genuineness of those documents nor adduced any evidence to disprove the contents of those documents. Having considered the documents available on record as mentioned above, it is clear that the Second Party was working at the PF office from July-2015 to 10/8/2016.

29. Evidence on record shows that Second Party was performing his work at PF office under supervision of the officers PF office. Learned advocate for First Party Nos.1 & 2 submitted that entire control over the Second Party was of the labour contractors through whom, Second Party was employed on contract basis. There is no material to show that the contractor either himself or anybody on his behalf used to remain present at the PF office to supervise and control the work of the Second Party. Copy of agreement produced by PF office shows that duty hours of the contract employees were fixed whereby, the contract employees were supposed to attend the work half an hour before the scheduled office opening time and to leave the office after half an hour of the scheduled closing office time. It shows that the work entrusted to the Second Party was to be performed by him for more period than that of the scheduled daily office timings from which, it will have to be held that Second Party was performing the regular work and not temporary work as is stated by the witnesses of the PF office so also, the ultimate control and supervision over the work of the Second Party was of the PF office. Considering those aspects, the argument advanced by learned advocate for First Party Nos.1 & 2 is not acceptable that entire control over the work of the Second Party was of the labour contractors.

30. Evidence on record shows that Second Party was working at PF office for a short period of just above 1 year. It has come in cross-examination of witnesses of First Party Nos.1 & 2 that the work which the Second Party was performing is continuously available. There is no material to show that PF office had got itself registered under Section 7 of CLRA Act. First Party Nos.3 has placed on record copy of the Certificate of its registration obtained on 28/11/2013. Witnesses of First Party Nos.1 & 2 have expressed their inability to tell that First Party Nos.1 & 2 had got themselves registered under Section 7 for engaging labour contractor.

31. Thus, the evidence on record shows that necessary requirement of CLRA Act that the employer should be registered under Section 7 had not been fulfilled. As mentioned above, evidence on record clearly shows that Second

Party was performing work of perennial nature at the PF office under the control of the office bearers of PF office, his entire work was under the supervision of officers of PF office, said work is continuously available with PF office. However, Second Party has worked at PF office for a very short period hence, this Court is of the opinion that he has not fulfilled the necessary criteria of rendering services for long period as is laid down by Hon'ble Apex Court in that regard.

32. Witnesses of First Party Nos.1 & 2 have stated that the work which the Second Party was performing was of supportive & ancillary nature which was not involving the primary office work being done by the PF office. However, the evidence of the Second Party in respect of the nature of work to be performed by him has not been denied in any manner during his cross-examination. Second Party has stated that he was performing the work of cleaning tables, storing water, filing the various documents in different Files, giving Files to the clerks, sewing of the Form No.24 and Form No.9 etc. in the PF office. He has also stated that he was performing the work of searching of Files, reconciliation of old Pension Files, lamination of certificates etc.. Witnesses of First Party Nos.1 & 2 have admitted in their cross-examinations that the work which the Second Party was performing in the PF Office will be required to be performed till PF office is functioning. As mentioned above, witnesses of First Party Nos.1 & 2 have admitted that the officers of PF office used to supervise the work of contract laboures. However, as the service tenure of the Second Party was very small, this court is of the opinion that the contract entered into by the First Party Nos.1 & 2 with the labour contractor First Party No.3 cannot be termed as sham & bogus.

33. Once it is found that Second Party was working with the PF Office for a very short period, though he was performing the work of perennial nature under the control & supervision of the office bearers of PF office, he cannot be treated to be the employee of First Party Nos.1 & 2 and that too, as there is no material to show Second Party has worked under any other contractor than the First Party No.3. Second Party has stated that he was not getting wages as like regular employees of PF office. He has prayed to direct the PF office to regularize his services on completion of 240 days service and to pay him difference in wages as like regular employees. Evidence on record shows that Second Party has worked for 240 days at the PF office from July-2015 till 10/08/2016 however, his prayer to regularize his services on completion of 240 days in an year cannot be accepted because there is nothing to show that provisions of Model Standing Orders are applicable to PF office hence, his prayer to direct the First Party Nos.1 & 2 to regularize his services and pay him the difference cannot be accepted.

34. Learned advocate for the Second Party argued that services of Second Party have been terminated by oral order dtd.10/8/2016 without giving him any prior notice, notice-pay in lieu thereof or retrenchment compensation hence, Second Party is entitled for relief of reinstatement. As mentioned above, Second Party has failed to prove that the contract between the First Party Nos.1 & 2 and First Party No.3 was sham & bogus. Besides it, he has failed to prove that he is the employee of First Party Nos.1 & 2. It being so, there is no question of terminating his services by First Party Nos.1 & 2. So far First Party No.3 is concerned, Second Party has stated in his cross-examination that he has no grievance against First Party No.3. Having considered those aspects, this Court is of the opinion that Second Party is not entitled for relief of reinstatement against any of the First Party. Thus, Second Party is not entitled for any of the reliefs claimed by him. For all the above mentioned reasons, by recording my findings on Issue Nos.(1) to (6) accordingly, I pass the following order.

ORDER

Reference is answered in the negative.

Inform the appropriate Government accordingly.

Date : 14/11/2024.

Dictated on : 14/11/2024.

P. P. RAJVAIDYA, Member, Industrial Court, Solapur.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1411.—औद्योगिक विवाद अधिनियमए 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एम्प्लाइज प्रोविडेंट फण्ड आर्गेनाइजेशन; रॉयल इंडस्ट्रीज सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री रोहित रमेश वाघमारे** के बीच अनुबंध में निर्दिष्ट **औद्योगिक अधिकरण एवं श्रम न्यायालय, सोलापुर, पंचाट (रिफरेन्स न.-12/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.07.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-97]

दिलीप कुमार, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1411.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 12/2017)** of the **Industrial Tribunal cum Labour Court, Solapur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Employees Provident Fund Organisation; Royal Industries Services** and **Shri Rohit Ramesh Waghmare** which was received along with soft copy of the award by the Central Government on 24.07.2025.

[No. Z-16025/04/2025-IR(M)-97]

DILIP KUMAR**,** Under Secy.

ANNEXURE

Received on : 27/06/2017.

Registered on : 27/06/2017.

Decided on : 14/11/2024.

Duration : Y. M. D.

06 05 17

BEFORE THE MEMBER INDUSTRIAL COURT, SOLAPUR.

(Presided over by Shri.P.P.Rajvaidya)

REFERENCE I.T. NO.12/2017. **Exh-O.**

(CNR No.MHIC1300001962017)

1.The Employees Provident Fund Organization, }
Surwase Towers, Railway Lines, Solapur. }
Notice/Summons be served on }
Regional P.F. Commissioner }
2.Employees Provident Fund Organization (Regional) }
Near Cantonment Office, Golibar Maidan, Pune. }
3.Royal Industries Services, }
Royal Plaza, Murarji Peth, }
Near Hotel Panchali, Solapur 413001. }
(Notice/Summons be served on Mr. Somvanshi). }**...FIRST PARTY.**

Versus

Rohit Ramesh Waghmare, }
Age 27 Years, Occ.:Unemployed, }
R/A.837/55, Forest, Railway Lines, Solapur. }**...SECOND PARTY.**

Shri.Kanaki, learned advocate for the First Party Nos.1 & 2.

Shri.R.V.Damle, learned advocate for the First Party No.3.

Shri.V.R.Deshpande, learned advocate for the Second Party.

AWARD

(Passed on 14/11/2024)

1. On the basis of Certificate issued under Section 2-A of Industrial Disputes Act, 1947 by the Regional Labour Commissioner Pune, the Second Party has approached this Court and filed this reference.

2. In brief, case of the Second Party, as pleaded in the statement of claim, may be stated as under;

First Party No.1 is Provident Fund Office Solapur (here-in-after referred to as PF office) having a coverage for Solapur, Osmanabad & Latur Districts under Employees Provident Fund & Miscellaneous Provisions Act. Various

employers are under statutory obligation to deposit provident fund and contribution for family pension in each month with First Party Nos.1 & 2 in respect of every employee by maintaining the record. To carry out and perform their various activities, First Party Nos.1 & 2 need services of several employees on various posts at their office. Large number of industries, establishments & employers have been covered by the Solapur office by allotting separate Codes.

3. Second Party was appointed at PF office in June 2013 as a Peon/ Sepoy and he has rendered continuous & uninterrupted service with the said office since then. He has performed the daily works of cleaning tables in the office, storing water, filing the various documents in different Files, giving the Files to the clerks & officers as per requirements, making entries in Cash & Pension Registers, sewing & binding Form No.24 & Form No.9, reading cash scroll and writing cheque numbers on the backside of cash scroll alongwith dates etc.. Second Party was performing those works as per the directions & instructions given by the Superiors on daily basis. The works which the Second Party was performing is of perennial nature and is available on day-to-day basis. Said work is integral part & parcel of day-to-day functioning of PF office. Said office has issued office notes, orders, work arrangement orders and had directed the Second Party to perform the work of searching Files & keeping 5,000 Files serially, preparing new Pension Files & PPO, reconciliation of old Pension Files, preparing Form No.24 of old Files, sorting of new PPO bank wise & branch wise, lamination of certificates, preparing new scheme certificates & Pension Files etc. from time to time. Second Party had attended said work even on holidays. Those works will be available with PF office till said office is in existence.

4. Though the work of permanent & perennial cannot be allotted to labour contractors as per provisions of Contract Labour (Regulation & Abolition) Act, 1970 (for short CLRA Act), it was given illegally to labour contractors. At the time of registration and at the time of taking the licences for principal employer & labour contractor, First Party Nos.1 to 3 have stated to Registering Authority that they will provide the work of housekeeping only on contract basis which is of intermittent & temporary nature though said work is not of that nature. First Party Nos.1 & 2 have allotted the work of perennial & continuous nature to contractor's labour i.e. to the Second Party. The tactics of employing Second Party under sham & bogus labour contract is used only to give bypass and go bye to the provisions of various Labour Laws & Regulations with sole intention to deny the right of permanency to the workers like Second Party. Said illegal *modus operandi* was used to facilitate the forbidden hire & fire policy which is only a smokescreen and eyewash having no legal basis, foundation and sanctity.

5. Second Party has worked continuously with Solapur PF office for more than 240 days in each year from June 2013 without any break despite which, his services have been terminated by oral order dtd.10/8/2016 without giving any prior notice, notice-pay in lieu thereof or retrenchment compensation. Seniority list was not prepared & published before termination of the Second Party and any opportunity of hearing was not given to him as per the principles of natural justice. There was no legal, valid and reasonable ground for his oral termination. The work which the Second Party was performing has been allotted to other labours of the same contractor after his termination. Service of Second Party has been terminated only to deny legal & justifiable right of permanency/regularization in service though he is entitled for it immediately on completion of 240 days service as per the provisions of Standing Orders and Circulars. Second Party had met Shri.Sudhakar Bhosle of Solapur PF office several times after his termination and said Shri.Bhosle had promised to take back the Second Party in service by taking into consideration his past meritorious service hence, Second Party had not issued the demand notice immediately after his termination.

6. On these grounds, Second Party has prayed to allow the reference & answer it in the affirmative, to direct the First Party to reinstate him in service with full back wages and continuity of service, to direct the First Party to grant status of permanent/regular employee on him from the date of completion of 240 days service at PF office and to direct to pay him the difference of the wages & allowances accordingly with interest @ 12% per annum so also, to direct the First Party to pay the difference between actually paid wages along with 12% interest and wages paid to permanent workers with retrospective effect.

7. First Party Nos.1 & 2 have resisted the statement of claim by filing written statement below Exh.C-4. By denying most of the allegations made against them in the statement of claim, First Party Nos.1 & 2 have contended that Second Party was not their employee and he was not appointed by First Party No.1 and thus, there is no employer-employee relationship between First Party No.1 and Second Party. It is contended that the work is of supportive & ancillary nature and it does not involve any primary official work done by the PF office. It is further contended that the system of official procedure was appropriately followed by First Party No.1 for engaging the Second Party through First Party No.3 and Second Party had agreed on 29/3/2017 before Regional Labour Commissioner (Central) Pune in the case filed by him that he has been employed by First Party No.3 so also, he is willing to work with First Party No.3 wherever the work is available but now he is falsely claiming to be the employee of First Party No.1.

8. First Party Nos.1 & 2 have contended that First Party No.1 has never terminated the Second Party, First Party No.3 has provided some other work to the Second Party at some other place but Second Party has denied to work there. It is contended that Shri.Sudhakar Bhosale has never promised the Second Party for taking in service. It is contended that documents referred to by Second Party were never maintained by the PF office, Second Party was

employed by First Party No.3 and First Party No.1 has no role to play regarding the employment status of Second Party. On these grounds, First Party Nos.1 & 2 have claimed rejection of the statement of claim.

9. First Party No.3 has resisted the statement of claim by filing written statement below Exh.CA-7. By denying most of the contents made in statement of claim, First Party No.3 has contended that it is doing a business of supply of manpower for housekeeping to various industries and Second Party is working with the First Party No.3 in the said contract. It is contended that First Party No.3 had taken part in the process as per the tender published by First Party Nos.1 & 2 and had accepted the work. It is contended that the tenure of last tender of First Party No.3 was up to 31/03/2017, First Party No.3 had supplied security guards, sanitation staff & housekeeping staff to the PF office and Second Party was doing the said tender work during the contract period from 12/05/2013 to 10/8/2016 and thereafter he tendered resignation on 11/8/2016. First Party No.3 has denied that services of Second Party were orally terminated. It is contended that Second Party cannot claim the job of his choice as he was appointed in various contract works and he has not been terminated by First Party No.3. It is contended that after completion of tender period, contract work of the First Party No.3 has come to an end. On these grounds, by contending that there is no cause of action for filing this reference, First Party No.3 has claimed rejection of the reference.

10. My learned Predecessor has framed Issues below Exh.O-3. I recorded my findings on those issues for the reasons stated thereunder;

ISSUES	**FINDINGS**
1.Whether the Second Party proves that he is entitled for reinstatement with full back wages with First Party?	…No.
2.Whether the Second Party is entitled for the rights of permanency/regularization with Solapur Provident Fund Office ?	…No.
3.Whether the Second Party proves that it is entitled for difference of wages as given to permanent employees of the Provident Fund Office?	...No.
4.Whether the Second Party proves that there exists employer-employee relationship between First Party No.1 and the Second Party?	...No.
5.Whether the Second Party proves that this Court has jurisdiction to try the present Reference?	...Yes.
6.Whether the Second Party is entitled for the reliefs claimed?	...No.
7.What order?	...As per final order.

REASONS

11. In support of his claim, Second Party has examined himself by filing his affidavit in lieu of examination-in-chief at Exh.UW-1. Besides it, Second Party has produced copies of muster rolls for showing his attendance at Exh.U-10 and Certificate dtd.13/04/2017 issued by the Regional Labour Commissioner under Section 2A of Industrial Disputes Act at Exh.U-11. Being summoned by Second Party, RSV Labour Contractor & Services has produced letter at Exh.U-14 stating therein that it had supplied manpower to PF office on contract basis from 01/04/2007 to 31/08/2010.

12. First Party Nos.1 & 2 have examined two witnesses on their behalf viz. Shri.Thakur by filing his affidavit in lieu of examination-in-chief at Exh.CW-1 and Shri.Lakhole by filing his affidavit in lieu of examination-in- chief at Exh.CW-2. Besides it, First Party Nos.1 & 2 have produced copy of agreement dtd.01/05/2016 entered into between PF office Solapur and First Party No.3 at Exh.C-11, copy of Contract Labour Act at Exh.C-12, letter issued by Regional PF Commissioner at Exh.C-13 and copy of approval letter issued Regional PF Commissioner alongwith copies of the proceeding taken place before Conciliation Officer at Exh.C-14.

13. First Party No.3 has not examined any witness on its behalf.

14. I have heard learned advocate Shri.V.R.Deshpande for Second Party, learned advocate Shri.A.S.Kanki for First Party Nos.1 & 2 and learned advocate Shri.R.V.Damle for First Party No.3.

AS TO ISSUE NOs.(1) TO (6):

15. All the issues are taken together for consideration. Learned advocate for First Party Nos.1 & 2 argued that Second Party was not appointed by First Party Nos.1 & 2 and Second Party was working with First Party No.1 as a contract employee appointed by the contractors hence, there was no employer-employee relationship between First Party Nos.1 & 2 and the Second party due to which, this Court has no jurisdiction to decide the reference under the provisions of Industrial Disputes Act. He argued that entire control over the work of the Second Party was of labour contractors, payment to the Second Party was being made by the labour contractors only & Second Party had admitted in clear terms before the Labour Commissioner Pune that he is ready to work for labour contractor at any place wherever the work is available. He argued that PF office is office of Central Government where no appointment can be made without following recruitment process, grounds raised in statement of claim are not sufficient to accept the prayers made therein hence, reference shall be answered in the negative.

16. Learned advocate for First Party No.3 argued that in view of the admissions given in cross-examination by the second party, it is clear that First Party has no role in discontinuing the services of the second party. He argued that second party was working with First Party Nos.1 & 2 as a contract labour supplied by First Party No.3 as per the agreement and necessary wages have been paid to the second party for the work performed by him.

17. As against this, learned advocate for Second Party argued that Second Party had taken up the matter to Regional Labour Commissioner Pune and as the conciliation had failed, said authority has issued Certificate under Section 2-A of the Industrial Disputes Act for enabling the Second Party to approach the Labour Court/Industrial Court at Solapur for adjudication of the industrial dispute. He argued that Second Party has worked for First Party No.1 continuously for a long period, the work is of perennial nature which cannot be performed through labour contractors yet, by executing sham & bogus agreements, PF Office has exploited the Second Party by paying meager wages as compared to the regular employees who were performing similar type of work. He argued that PF Office & Labour Contractors are not registered under CLRA Act hence, the agreements are bogus due to which, Second Party is employee of PF office hence, the objection as to jurisdiction of this Court raised by First Party Nos.1 & 2 is not sustainable. He further argued that agreements entered into with labour contractors by PF office from time to time are sham, bogus & camouflage with a view to deny the legitimate rights of permanency of the Second Party. He argued that services of the Second Party are illegally terminated without following provisions of Section 25(F) & Section 25(H) of Industrial Disputes Act. In support of his argument, learned advocate for Second Party has placed reliance on the following authorities;

i) ***Judgment dtd.04/03/2010*** of ***Hon'ble Bombay High Court*** in a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd. Vs. The General Secretary, General Employees Association & Ors (Writ Petition No.4814/2009.),***

ii) ***Judgment dtd.23/02/2023*** of ***Hon'ble Karnataka High Court*** in a case of ***The Mysore Electrical Industries Ltd Vs. Engineering & General Workers Union No.2 (Writ Petition No.3788/2012),***

iii)***R.K.Panda Vs. Steel Authority of India*** reported in ***(1994)5 SCC 304,***

iv)***Power Grid Corporation Vs. 17 Workers*** reported in ***2014(140) FLR 93.***

v) ***Judgment dtd.12/03/2024*** of ***Hon'ble Supreme Court*** in a case of ***Mahanadi Coalfields Ltd. Vs. Brajrajnagar Coal Mines (Civil Appeal Nos.4092-4093/2024.***

I have gone through those authorities.

18. In a case of ***The Mysore Electrical Industries Ltd*** cited above, Hon'ble Karnataka High Court has extensively dealt with the provisions of Section 10 of the CLRA Act. In para-20 of the Judgment, Hon'ble High Court had formulated four questions for consideration. While answering question No.1 framed as "Whether a Notification under Section 10(1) of CLRA Act is a prerequisite for the Industrial Tribunal to have jurisdiction to decide the matter relating to reinstatement, regularization of services of contract labour?", Hon'ble Karnataka High Court has held as under;

21.5 A perusal of Section 10 would indicate that the State Government can in certain cases prohibit contract labour which would necessarily mean that it is only as regards the areas where State Government by exercise of powers under Section 10 can prohibit it. The reference made by Shri.H.N.Muralidhar, learned counsel as regards Section 10, in my considered opinion, is completely misconceived inasmuch as Section 10 relates to prohibition of contract labour in certain industries. The submission of Shri.Muralidhar that unless there is prohibition by

notification under Section 10, an employer can engage contract labour, is according to me again misconceived. Merely because there is no notification under Section 10 of CLRA, the same would not permit an employer who is not registered under Section 7 to enter into a contract for contract labour with a contractor who is not registered under Section 12. The requirement of Section 7 and 12 are to be complied with irrespective of whether there is a notification under Section 10 or not.

21.6 Section 10 only prohibits an engagement of a contract labour and would have no bearing and is not a prerequisite for a workman who is engaged by employer under a contract to raise a dispute for redressal of his grievance.

21.7 In the present matter, the facts on record and whichare not in dispute indicate that the workman had been engaged by the employer and were working with him, subsequently their services were shifted by the employer to certain agencies without their consent and they were regarded as contract labour. It is also on record that employer has not registered himself under Section 7 of CLRA and the contractor has not registered under Section 12 of CLRA, let alone the labour being registered under the contractor as contract labour. Thereafter the contractor terminated the contract which was accepted by the employer resulting in the workers being without employment. The Tribunal has come to a categorical finding that the so-called agreement between the employer and contractor is a sham agreement entered into with the sole purpose and intention of making payment of lesser amount to the workers.

19. In a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd Vs. The General Secretary, General Employees Association*** cited above, Hon'ble Bombay High Court has considered the aspects required to determine whether the contract is a contract of service or not and whether the concerned employee is employee of contractor or principal employer. It would be just to reproduce here para 49 to 54 from the said Judgment.

49. Determination of the vexed questions as to whether a contract is a contract of service or not a contract for service and whether the concerned employees are employees of the contractors or the principal employer has never been an easy task. No decision had laid down any hard and fast rule nor is it possible to do so. The question in each case has to be answered having regard to the facts involved therein. No single test-be it control test, or any other test has been held to be the determinative factor for determining the jural relationship of employer and employee.

50. In spite of the obvious importance of the distinction between an employee and an independent contractor, the tests to be applied are vague and may, in a borderline case, be difficult to apply. Historically, the solution lay in applying the control test, i.e. could the employer control not just what the person was to do, but also the manner of his doing it i.e. 'how'- if so, that person was his employee. In the context in which it mainly arose in the nineteenth century, of domestic, agricultural and manual workers, this test had much to commend it, but with the increased sophistication of industrial processes and the greater numbers of professional and skilled people being in salaried employment, it soon became obvious that the test was insufficient (for example in the case of a doctor, architect, skilled engineer, pilot, etc.) and so, despite certain attempts to modernize it, it is now accepted that in itself 'control' is no longer the sole test, though it does remain a factor and perhaps, in some cases, a decisive one.

51. In the search for a substitute test, ideas have been put forward of an 'integration' test, i.e. whether the person was fully integrated into the employer's concern. In the present case, looking to the fact that the workers have been working for such a long time in the establishment of the Petitioner, it can be said that they are fully integrated in the Petitioner's establishment.

Once again, integration is not now viewed as a sufficient test in itself, but rather as a potential factor which may be useful in allowing a Court to take a wider and more realistic view. The modern approach has been to abandon the search for a single test, and instead to take a multiple or pragmatic approach, weighing all the factors for and against a contract of employment and determining on which side the scales eventually settle.

52. The control test and the integration tests, therefore, are not only factors which can be said to decisive. With a view to elicit the answer, the Court is required to consider several factors which would have a bearing on the result including (a)who is appointing authority i.e. contractor or principal employer; (b)who is the paymaster; (c)the extent of control and supervision; (d)who directs 'how' the job is to be done; (e)nature of establishment. Thus, many factors have a bearing on the result. Who is paymaster, who can dismiss, how long the alternative service lasts, what machinery is employed, have to be kept in mind. The expressions used in any individual case must always be considered in regard to the subject. However, amongst the many tests suggested I think that one of the most satisfactory, by which to ascertain who is the employer at any particular time is to ask who is entitled to tell the employee the way in which he is to do the work upon which he is engaged. In the present case, the evidence on record shows that it was the officers of the Petitioner who told the workers what work is to be done and how it is to be done.

53. It needs to be highlighted that post abolition tests to be applied are laid down in para 125(5) of the Judgment of the Constitution Bench of the Supreme Court in the case of Steel Authority of India Ltd and others Vs. National Union Waterfront Workers and others reported in (2001)7 SCC 1. In the said decision, it is observed that

on issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial Legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employee of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose. If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition. In the present case, from the evidence I find that all the tests which are required to be applied as per law declared by the Supreme Court are fulfilled and Tribunal has rightly directed these workers to be regularized.

54. The learned counsel for the respondent relied upon the decision in Indian Oil Corporation Ltd v Union of India and Ors (2009 I CLR 659), wherein it is observed as under;

"In the light of the decision is Umadevi's case, the earlier decision in Steel Authority of India's case would be confined only to private sector and contract workers in State or public sector undertaking will not be entitled to claim regularization even if the contract was sham and bogus and as such the order of reference ought to be set aside. In Umadevi's case the Court was not concerned with the provisions of the Contract Labour (Regulation and Abolition) Act and the power of the industrial adjudicator to grant appropriate relief in the reference under the Industrial Disputes Act. The Case does not even deal with the judgment in the Steel Authority of India's case. Both operate in different fields and the decision in Umadevi's case does not deal with the question of reference and forum where rights will have to be adjudicated. Umadevi's case is concerned with relief and the industrial adjudicator is required to examine the said question. The respondent workmen cannot be denied reference at this stage. As to what relief will be granted is uncertain and depends upon the number of facts. This position is also clear from at least three Judgments, i.e. i. Mineral Exploration Corporation Employees Union Vs Mineral Exploration Corporation Limited and Anr.(2006 III CLR 956 SC), ii. Oil and Natural Gas Corporation Ltd Vs. Engg. Mazdoor Sangh (2007)1 SCC 250) and iii. Madhya Pradesh Administration V Tribhuban (2007)9 SCC 748).

20. By referring the law laid down by Hon'ble Supreme Court in a case of ***R.K.Panda Vs. Steel Authority of India*** cited above, Hon'ble Bombay High Court has held in the said Judgment that whether the contract labourers have become the employees of the principal employer in the course of time and whether the engagement and employment of labourers through a contractor is a mere camouflage & a smokescreen, is a question of fact and has to be established by the contract labourers on the basis of the requisite material. In para-57 of the said authority, Hon'ble Bombay High Court has observed as under;

"...From the evidence, it is seen that i] the management controls and supervises the work of the workmen, ii] the workers have been working for a very long period in the establishment of the petitioner; it can be said that they are integrated in the establishment of the petitioner, iii] though the responsibility is cast upon the contractors to make payment of wages, provident fund contribution etc, the entire payments were overseen by the Petitioner Management. Thus, even though the certain amounts were paid by the contractor, in the real sense, ultimately, it is the Petitioner Management which pays the amount; iv] in spite of change of contractors, neither the workmen were replaced nor fresh appointments were made. All these facts show that the contract was sham and bogus and a mere camouflage. On lifting the veil and looking to the conspectus of factors governing employment, the conclusion is that the real employer of the workers in the present petition is the petitioner."

21. In the said Judgment, Hon'ble Bombay High Court has referred to the decision of Hon'ble Apex Court in a case of Hindalco Industries Ltd wherein Hon'ble Supreme Court has held that (a)the workmen have been employed for long years and despite a change of contractors the workers continued to be employed in the canteen, (b)evidence on record established the ultimate control of management on the canteen employees, in such cases, the Court would be entitled to pierce the veil and arrive at a finding that the justification relating to appointment of a contractor is sham or nominal and in effect & substance there exists a direct relationship of employer and employee between the principal and the workmen. By making reference to those observations, Hon'ble Bombay High Court has held that *"In the present case also, both these aspects are found very much present. The material on record clearly shows that the activities of the workmen are ultimately controlled by the Company. Thus, considering all the mentioned factors cumulatively, it can safely be said that the Respondents Workmen are in fact the workmen of the Petitioners – Management. In these circumstances, the Tribunal was perfectly right in arriving at the conclusion that the contract is nothing but a paper agreement and granting relief".*

22. Keeping in mind the legal position laid down in those authorities, I would go to discuss the evidence

available on record. Before that, it would be apposite to consider the jurisdictional aspect based on law point only. It is an admitted fact that First Party Nos.1 & 2 are the offices established under the Employees Provident Funds Act which is a Central Act hence, appropriate Government is the Central Government. Learned advocate for Second Party drew attention of this Court to Section 10 of Industrial Disputes Act. Third Proviso appended to Sub-Section 1 of Section 10 provides that where the dispute in relation to which Central Government is appropriate Government, it shall be competent for that Government to refer the dispute to Labour Court or Industrial Tribunal, as the case may be, constituted by State Government. In view of the said provision, this Court is satisfied that the dispute referred to this Court by the Regional Labour Commissioner is within the jurisdiction of this Court. So far as relationship between First Party Nos.1 & 2 and Second Party is concerned, said aspect will have to be decided by taking into consideration the evidence adduced and produced by both the parties so also, the legal position laid down in the authorities cited above.

23. Second Party has reiterated most of the contents of statement of claim in his affidavit of examination-in-chief. In his cross-examination taken on behalf of First Party No.3, Second Party has stated that he was not employed with First Party No.3, he is not terminated from the service by First Party No.3, he has no grievance against First Party No.3 and monthly salary was being paid to him by the First Party No.3. In the cross-examination taken on behalf of First Party Nos.1 & 2, Second Party has stated that PF office had appointed him by saying that contract to First Party No.3 has been given for record purposes. He has admitted in his said cross-examination that First Party Nos.1 & 2 had not given appointment letter to him and his appointment was not by following procedure of giving advertisement, taking examination and interviews. He has admitted that First Party Nos.1 & 2 had given letter to First Party No.3 for supply of workers. He has admitted that First Party Nos.1 & 2 used to give one single Cheque to First Party No.3 towards the salaries of the workers and First Party No.3 used to make payment of salary to him from the said amount by making deduction of ESI & PF contributions.

24. Witness Shri.Thakur of First Party Nos.1 & 2 has reiterated most of the contents of written statement of First Party Nos.1 & 2 in his affidavit of examination-in-chief. In the cross-examination taken on behalf of First Party No.3, Shri.Thakur has admitted that First Party Nos.1 & 2 had given a contract during a period from September-2010 to 31/03/2011 for supply of workers by executing agreements with the labour contractor and the Labour contractor had supplied workers as per said contract. In the cross-examination taken on behalf of Second Party, Shri.Thakur has admitted about the nature of work to be performed by PF office and the process undertaken daily for cleaning of the premises of PF office. Shri.Thakur has admitted in his cross-examination that the contract labours have to perform their works in the PF office only and the work of proper filing being performed by contract labours is being supervised by the concerned clerk in Billing Section of the PF office. He has stated in his cross-examination that he is not aware of the works being performed by the contract labours in the PF office before he joined the office in October-2021. He has admitted in his cross-examination that the work which the Second Party was performing in the PF office in year 2016 is still available. Shri.Thakur has expressed his inability to tell whether Solapur PF office has got itself registered under the Contract Labour (Regulation & Abolition) Act, 1970 (for short CLRA Act).

25. Witness Shri.Lakhole of First Party Nos.1 & 2 has stated that First Party No.1 hires outsourced manpower as per requirement on annual basis through open tender system and agreement entered into with the contractual agency is being renewed annually. He stated that First Party No.3 had supplied outsourced manpower to First Party No.1 as per the requirement on the basis of the contract, First Party No.1 made payment of the salaries of those workers to First Party No.3 and it does not directly pay salary or wages to those workers hence, there was no employee-employer between the Second Party and First Party No.1. He stated that Section 10 of the Contract Labour Act prohibits employment of contract labours in certain cases relating to the work of perennial nature, First Party No.1 has not maintained muster rolls of the contract employees and it is the responsibility of the contractual agency to maintain it. He stated that Second Party was engaged through First Party No.3 and Second Party had agreed it so also, had agreed to work with the First Party No.3 as per the availability of work in the case filed before the Regional Labour Commissioner (Central) Pune.

26. In his cross-examination taken on behalf of the Second Party, Shri.Lakhole has admitted that there is no provision in Provident Funds Act to appoint employees through outsourcing and he never saw any document which would show that Delhi Head Office has authorized the Solapur PF office to make appointments of employees by outsourcing. He has admitted in his cross-examination that there is no reference in agreement dtd.01/05/2016 that the contractor shall appoint a supervisor to supervise the work of the contract employees. He admitted that officers of PF office used to supervise the work of the contract employees. He expressed his inability to tell that Second Party and other contractual employees were performing the work of Filing, record keeping, work related to Pension Department etc in the PF office and their services were being utilized by PF Office at the time of attachment & auction of properties of PF defaulting employers. He has admitted that payment was being made to the contractor on the basis of the actual working days of each contract labourer.

27. Second party has come with a specific contention that he was in employment of first party No.1 since June 2013 till his services came to be terminated by oral order on 10/8/2016. Second party had summoned Juni Mill Bekar Kamgar Varasdar v Janhit Sangharsh Samiti Solapur & R.S.V. Labour Contractor for production of documents. Accordingly, R.S.V.Labour Contractor has produced documents with list Exh.U-11 but those documents are not

concerning the second party but are of a period prior to June-2013 hence, they are not required to be taken into consideration.

28. Second party has produced copies of Biometric report maintained by the PF office. He has also produced copy of handwritten muster roll. First party Nos.1 & 2 have neither disputed the genuineness of those documents nor adduced any evidence to disprove the contents of those documents. Though the second party has come with a case that he is working at PF office since June 2013, his attendance appears to have marked in the copies of muster rolls in years 2011 & 2102 about which, no explanation is given by any party. May that it be so, it may be stated that contention of the Second Party appears acceptable from these muster rolls that he was working at the PF office from June 2013 to 10/8/2016.

29. Evidence on record shows that Second Party was performing his work at PF office under supervision of the officers PF office. Learned advocate for First Party Nos.1 & 2 submitted that entire control over the Second Party was of the labour contractors through whom, Second Party was employed on contract basis. There is no material to show that the contractor either himself or anybody on his behalf used to remain present at the PF office to supervise and control the work of the Second Party. Copy of agreement produced by PF office shows that duty hours of the contract employees were fixed whereby, the contract employees were supposed to attend the work half an hour before the scheduled office opening time and to leave the office after half an hour of the scheduled closing office time. It shows that the work entrusted to the Second Party was to be performed by him for more period than that of the scheduled daily office timings from which, it will have to be held that Second Party was performing the regular work and not temporary work as is stated by the witnesses of the PF office so also, the ultimate control and supervision over the work of the Second Party was of the PF office. Considering those aspects, the argument advanced by learned advocate for First Party Nos.1 & 2 is not acceptable that entire control over the work of the Second Party was of the labour contractors.

30. Evidence on record shows that Second Party was working at PF office for a short period of just above 3 years. It has come in cross-examination of witnesses of First Party Nos.1 & 2 that the work which the Second Party was performing is continuously available. There is no material to show that PF office had got itself registered under Section 7 of CLRA Act. First Party Nos.3 has placed on record copy of the Certificate of its registration obtained on 28/11/2013. Witnesses of First Party Nos.1 & 2 have expressed their inability to tell that First Party Nos.1 & 2 had got themselves registered under Section 7 for engaging labour contractor.

31. Thus, the evidence on record shows that necessary requirement of CLRA Act that the employer should be registered under Section 7 had not been fulfilled. As mentioned above, evidence on record clearly shows that Second Party was performing work of perennial nature at the PF office under the control of the office bearers of PF office, his entire work was under the supervision of officers of PF office, said work is continuously available with PF office. However, Second Party has worked at PF office for a very short period hence, this Court is of the opinion that he has not fulfilled the necessary criteria of rendering services for long period as is laid down by Hon'ble Apex Court in that regard.

32. Witnesses of First Party Nos.1 & 2 have stated that the work which the Second Party was performing was of supportive & ancillary nature which was not involving the primary office work being done by the PF office. However, the evidence of the Second Party in respect of the nature of work to be performed by him has not been denied in any manner during his cross-examination. Second Party has stated that he was performing the work of cleaning tables, storing water, filing the various documents in different Files, giving Files to the clerks, sewing of the Form No.24 and Form No.9 etc. in the PF office. He has also stated that he was performing the work of searching of Files, reconciliation of old Pension Files, lamination of certificates etc.. Witnesses of First Party Nos.1 & 2 have admitted in their cross-examinations that the work which the Second Party was performing in the PF Office will be required to be performed till PF office is functioning. As mentioned above, witnesses of First Party Nos.1 & 2 have admitted that the officers of PF office used to supervise the work of contract laboures. However, as the service tenure of the Second Party was very small, this court is of the opinion that the contract entered into by the First Party Nos.1 & 2 with the labour contractor First Party No.3 cannot be termed as sham & bogus.

33. Once it is found that Second Party was working with the PF Office for a very short period, though he was performing the work of perennial nature under the control & supervision of the office bearers of PF office, he cannot be treated to be the employee of First Party Nos.1 & 2 and that too, as there is no material to show Second Party has worked under any other contractor than the First Party No.3. Second Party has stated that he was not getting wages as like regular employees of PF office. He has prayed to direct the PF office to regularize his services on completion of 240 days service and to pay him difference in wages as like regular employees. Evidence on record shows that Second Party has worked for 240 days at the PF office from June-2013 till 10/08/2016 however, his prayer to regularize his services on completion of 240 days in an year cannot be accepted because there is nothing to show that provisions of Model Standing Orders are applicable to PF office hence, his prayer to direct the First Party Nos.1 & 2 to regularize his services and pay him the difference cannot be accepted.

34. Learned advocate for the Second Party argued that services of Second Party have been terminated by oral order dtd.10/08/2016 without giving him any prior notice, notice-pay in lieu thereof or retrenchment compensation

hence, Second Party is entitled for relief of reinstatement. As mentioned above, Second Party has failed to prove that the contract between the First Party Nos.1 & 2 and First Party No.3 was sham & bogus. Besides it, he has failed to prove that he is the employee of First Party Nos.1 & 2. It being so, there is no question of terminating his services by First Party Nos.1 & 2. So far First Party No.3 is concerned, Second Party has stated in his cross-examination that he has no grievance against First Party No.3. Having considered those aspects, this Court is of the opinion that Second Party is not entitled for relief of reinstatement against any of the First Party. For all the above mentioned reasons, by holding that Second Party is not entitled for any of the reliefs claimed, I recorded my findings on Issue Nos.(1) to (6) accordingly and pass the following order.

ORDER

Award is answered in the negative.

Inform the appropriate Government accordingly.

Date : 14/11/2024.

Dictated on : 14/11/2024.

P. P. RAJVAIDYA, Member, Industrial Court, Solapur.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1412.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एम्प्लाइज प्रोविडेंट फण्ड आर्गेनाइजेशन; रॉयल इंडस्ट्रीज सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री चंद्रकांत रामदास छावन** के बीच अनुबंध में निर्दिष्ट **औद्योगिक अधिकरण एवं श्रम न्यायालय, सोलापुर, पंचाट (रिफरेन्स न.-13/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.07.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-98]

दिलीप कुमार, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1412.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 13/2017)** of the **Industrial Tribunal cum Labour Court, Solapur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Employees Provident Fund Organisation; Royal Industries Services** and **Shri Chandrakant Ramdas Chavan** which was received along with soft copy of the award by the Central Government on 24.07.2025.

[No. Z-16025/04/2025-IR(M)-98]

DILIP KUMAR, Under Secy.

ANNEXURE

Received on : 27/06/2017.

Registered on : 27/06/2017.

Decided on : 14/11/2024.

Duration : Y.06 M.05 D.17

BEFORE THE MEMBER INDUSTRIAL COURT, SOLAPUR.

(Presided over by Shri.P.P.Rajvaidya)

REFERENCE I.T. NO.13/2017. **Exh-O.**

(CNR No.MHIC130001972017)

1.The Employees Provident Fund Organization, }

Surwase Towers, Railway Lines, Solapur. }

Notice/Summons be served on }

Regional P.F. Commissioner }

2.Employees Provident Fund Organization (Regional) }
Near Cantonment Office, Golibar Maidan, Pune. }
3.Royal Industries Services, }
Royal Plaza, Murarji Peth, }
Near Hotel Panchali, Solapur 413001. }
(Notice/Summons be served on Mr. Somvanshi). }**...FIRST PARTY.**

Versus

Chandrakant Ramdas Chavan, }
Age 35 Years, Occ.: Unemployed, }
R/o.725/2, Kasegaon, Tal-South Solapur, }
Dist-Solapur. }**...SECOND PARTY.**

Shri.Kanaki, learned advocate for the First Party Nos.1 & 2.

Shri.R.V.Damle, learned advocate for the First Party No.3.

Shri.V.R.Deshpande, learned advocate for the Second Party.

AWARD

(Passed on 14/11/2024)

1. On the basis of Certificate issued under Section 2-A of Industrial Disputes Act, 1947 by the Regional Labour Commissioner Pune, the Second Party has approached this Court and filed this reference.

2. In brief, case of the Second Party, as pleaded in the statement of claim, may be stated as under;

First Party No.1 is Provident Fund Office Solapur (here-in-after referred to as PF office) having a coverage for Solapur, Osmanabad & Latur Districts under Employees Provident Fund & Miscellaneous Provisions Act. Various employers are under statutory obligation to deposit provident fund and contribution for family pension in each month with First Party Nos.1 & 2 in respect of every employee by maintaining the record. To carry out and perform their various activities, First Party Nos.1 & 2 need services of several employees on various posts at their office. Large number of industries, establishments & employers have been covered by the Solapur office by allotting separate Codes.

3. Second Party was appointed at PF office in July 2003 as a Peon/ Sepoy and he has rendered continuous & uninterrupted service with the said office since then. He has performed the daily works of cleaning tables in the office, storing water, filing the various documents in different Files, giving the Files to the clerks & officers as per requirements, making entries in Cash & Pension Registers, sewing & binding Form No.24 & Form No.9, reading cash scroll and writing cheque numbers on the backside of cash scroll alongwith dates etc.. Second Party was performing those works as per the directions & instructions given by the Superiors on daily basis. The works which the Second Party was performing is of perennial nature and is available on day-to-day basis. Said work is integral part & parcel of day-to-day functioning of PF office. Said office has issued office notes, orders, work arrangement orders and had directed the Second Party to perform the work of searching Files & keeping 5,000 Files serially, preparing new Pension Files & PPO, reconciliation of old Pension Files, preparing Form No.24 of old Files, sorting of new PPO bank wise & branch wise, lamination of certificates, preparing new scheme certificates & Pension Files etc. from time to time. Second Party had attended said work even on holidays. Those works will be available with PF office till said office is in existence.

4. Though the work of permanent & perennial cannot be allotted to labour contractors as per provisions of Contract Labour (Regulation & Abolition) Act, 1970 (for short CLRA Act), it was given illegally to labour contractors. At the time of registration and at the time of taking the licences for principal employer & labour contractor, First Party Nos.1 to 3 have stated to Registering Authority that they will provide the work of housekeeping only on contract basis which is of intermittent & temporary nature though said work is not of that nature. First Party Nos.1 & 2 have allotted the work of perennial & continuous nature to contractor's labour i.e. to the Second Party. The tactics of employing Second Party under sham & bogus labour contract is used only to give bypass and go bye to the provisions of various Labour Laws & Regulations with sole intention to deny the right of permanency to the workers like Second Party. Said illegal *modus operandi* was used to facilitate the forbidden hire & fire policy which is only a smokescreen and eyewash having no legal basis, foundation and sanctity.

5. Second Party has worked continuously at the PF office for more than 240 days in each year from July 2003 without any break despite which, his services have been terminated by oral order dtd.10/8/2016 without giving any prior notice, notice-pay in lieu thereof or retrenchment compensation. Seniority list was not prepared & published before termination of Second Party and any opportunity of hearing was not given to him as per principles of natural justice. There was no legal, valid and reasonable ground for his oral termination. The work which the Second Party was performing has been allotted to other labours of the same contractor after his termination. Service of Second Party has been terminated only to deny legal & justifiable right of permanency/regularization in service though he is entitled for it immediately on completion of 240 days service as per the provisions of Standing Orders & Circulars. Second Party had met Shri.Sudhakar Bhosle of PF office several times after his termination and said Shri.Bhosle had promised to take back the Second Party in service by taking into consideration his past meritorious service hence, Second Party had not issued the demand notice immediately after his termination.

6. On these grounds, Second Party has prayed to allow the reference & answer it in the affirmative, to direct the First Party to reinstate him in service with full back wages and continuity of service, to direct the First Party to grant status of permanent/regular employee on him from the date of completion of 240 days service at PF office and to direct to pay him the difference of the wages & allowances accordingly with interest @ 12% per annum so also, to direct the First Party to pay the difference between actually paid wages along with 12% interest and wages paid to permanent workers with retrospective effect.

7. First Party Nos.1 & 2 have resisted the statement of claim by filing written statement below Exh.C-4. By denying most of the allegations made against them in the statement of claim, First Party Nos.1 & 2 have contended that Second Party was not their employee and he was not appointed by First Party No.1 and thus, there is no employer-employee relationship between First Party No.1 and Second Party. It is contended that the work is of supportive & ancillary nature and it does not involve any primary official work done by the PF office. It is further contended that the system of official procedure was appropriately followed by First Party No.1 for engaging the Second Party through First Party No.3 and Second Party had agreed on 29/3/2017 before Regional Labour Commissioner (Central) Pune in the case filed by him that he has been employed by First Party No.3 so also, he is willing to work with First Party No.3 wherever the work is available but now he is falsely claiming to be the employee of First Party No.1.

8. First Party Nos.1 & 2 have contended that First Party No.1 has never terminated the Second Party, First Party No.3 has provided some other work to the Second Party at some other place but Second Party has denied to work there. It is contended that Shri.Sudhakar Bhosale has never promised the Second Party for taking in service. It is contended that documents referred to by Second Party were never maintained by the PF office, Second Party was employed by First Party No.3 and First Party No.1 has no role to play regarding the employment status of Second Party. On these grounds, First Party Nos.1 & 2 have claimed rejection of the statement of claim.

9. First Party No.3 has resisted the statement of claim by filing written statement below Exh.CA-7. By denying most of the contents made in statement of claim, First Party No.3 has contended that it is doing a business of supply of manpower for housekeeping to various industries and Second Party is working with the First Party No.3 in the said contract. It is contended that First Party No.3 had taken part in the process as per the tender published by First Party Nos.1 & 2 and had accepted the work. It is contended that the tenure of last tender of First Party No.3 was up to 31/03/2017, First Party No.3 had supplied security guards, sanitation staff & housekeeping staff to the PF office and Second Party was doing the said tender work during the contract period from 1/9/2010 to 10/8/2016. First Party No.3 has contended that Second Party himself has left the job on 10/8/2016. First Party No.3 has denied that services of Second Party were orally terminated. It is contended that Second Party cannot claim the job of his choice as he was appointed in various contract works and he has not been terminated by First Party No.3. It is contended that after completion of tender period, contract work of the First Party No.3 has come to an end. On these grounds, by contending that there is no cause of action for filing this reference, First Party No.3 has claimed rejection of the reference.

10. My learned Predecessor has framed Issues below Exh.O-3. I recorded my findings on those issues for the reasons stated thereunder;

ISSUES	**FINDINGS**
1.Whether the Second Party proves that he is entitled for reinstatement with full back wages with First Party?	…Partly yes.
2.Whether the Second Party is entitled for the rights of permanency/regularization with Solapur Provident Fund Office?	…Partly yes.
3.Whether the Second Party proves that it is entitled for difference of wages as given to permanent employees of the Provident Fund Office?	...No.

4.Whether the Second Party proves that there exists employer-employee relationship between First Party No.1 and the Second Party?	...Yes.
5.Whether the Second Party proves that this Court has jurisdiction to try the present Reference?	...Yes.
6.Whether the Second Party is entitled for the reliefs claimed?	...Partly yes.
7.What order?	...As per final order.

REASONS

11. In support of his claim, Second Party has examined himself by filing his affidavit in lieu of examination-in-chief at Exh.UW-1. Besides it, Second Party has produced copies of muster rolls for showing his attendance from year 2010 to 2016 at Exh.U-10 and Certificate dtd.13/4/2017 issued by Regional Labour Commissioner under Section 2A of Industrial Disputes Act at Exh.U-11. Being summoned by Second Party, RSV Labour Contractor & Services has produced letter at Exh.U-14 stating therein that it had supplied manpower to PF office on contract basis from 01/04/2007 to 31/08/2010 and Second Party was one amongst those labours. Second Party has also produced copies of letters addressed to PF Office by labour contractors and copies of applications filed by him under RTI Act, copy of his ID Card etc. with Exh.U-6. Being called upon by Second Party, Juni Mill Bekar Kamgar Varasdar v Janhit Sangharsh Samiti Solapur has produced the record showing that Second Party was working at PF office on contract basis as per the contract entered into between the said Samiti and the Solapur PF office for a period from 01/03/2004 to 31/03/2007.

12. First Party Nos.1 & 2 have examined two witnesses on their behalf viz. Shri.Thakur by filing his affidavit in lieu of examination-in-chief at Exh.CW-1 and Shri.Lakhole by filing his affidavit in lieu of examination-in- chief at Exh.CW-2. Besides it, First Party Nos.1 & 2 have produced copy of agreement dtd.01/05/2016 entered into between Royal Industries and PF office at Exh.C-11, copy of CLRA Act at Exh.C-12, letter issued by Regional PF Commissioner at Exh.C-13 and copy of approval letter issued by Regional PF Commissioner alongwith copies of the proceedings taken place before Conciliation Officer at Exh.C-14.

13. First Party No.3 has not examined any witness on its behalf.

14. I have heard learned advocate Shri.V.R.Deshpande for Second Party, learned advocate Shri.A.S.Kanki for First Party Nos.1 & 2 and learned advocate Shri.R.V.Damle for First Party No.3.

AS TO ISSUE NOs.(1) TO (6):

15. All the issues are taken together for consideration. Learned advocate for First Party Nos.1 & 2 argued that Second Party was not appointed by First Party Nos.1 & 2 and Second Party was working with First Party No.1 as a contract employee appointed by the contractors hence, there was no employer-employee relationship between First Party Nos.1 & 2 and the Second party due to which, this Court has no jurisdiction to decide the reference under the provisions of Industrial Disputes Act. He argued that entire control over the work of the Second Party was of labour contractors, payment to the Second Party was being made by the labour contractors only & Second Party had admitted in clear terms before the Labour Commissioner Pune that he is ready to work for labour contractor at any place wherever the work is available. He argued that PF office is office of Central Government where no appointment can be made without following recruitment process, grounds raised in statement of claim are not sufficient to accept the prayers made therein hence, reference shall be answered in the negative.

16. Learned advocate for First Party No.3 argued that in view of the admissions given in cross-examination by the second party, it is clear that First Party has no role in discontinuing the services of the second party. He argued that second party was working with First Party Nos.1 & 2 as a contract labour supplied by First Party No.3 as per the agreement and necessary wages have been paid to the second party for the work performed by him.

17. As against this, learned advocate for Second Party argued that Second Party had taken up the matter to Regional Labour Commissioner Pune and as the conciliation had failed, said authority has issued Certificate under Section 2-A of the Industrial Disputes Act for enabling the Second Party to approach the Labour Court/Industrial Court at Solapur for adjudication of the industrial dispute. He argued that Second Party has worked for First Party No.1 continuously for a long period, the work is of perennial nature which cannot be performed through labour contractors yet, by executing sham & bogus agreements, PF Office has exploited the Second Party by paying meager wages as compared to the regular employees who were performing similar type of work. He argued that PF Office & Labour Contractors are not registered under CLRA Act hence, the agreements are bogus due to which, Second Party is employee of PF office hence, the objection as to jurisdiction of this Court raised by First Party Nos.1 & 2 is not sustainable. He further argued that agreements entered into with labour contractors by PF office from time to time are

sham, bogus & camouflage with a view to deny the legitimate rights of permanency of the Second Party. He argued that services of the Second Party are illegally terminated without following provisions of Section 25(F) & Section 25(H) of Industrial Disputes Act. In support of his argument, learned advocate for Second Party has placed reliance on the following authorities;

i) ***Judgment dtd.04/03/2010*** of ***Hon'ble Bombay High Court*** in a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd. Vs. The General Secretary, General Employees Association & Ors (Writ Petition No.4814/2009.),***

ii) ***Judgment dtd.23/02/2023*** of ***Hon'ble Karnataka High Court*** in a case of ***The Mysore Electrical Industries Ltd Vs. Engineering & General Workers Union No.2 (Writ Petition No.3788/2012),***

iii)***R.K.Panda Vs. Steel Authority of India*** reported in ***(1994)5 SCC 304,***

iv)***Power Grid Corporation Vs. 17 Workers*** reported in ***2014(140) FLR 93.***

v) ***Judgment dtd.12/03/2024*** of ***Hon'ble Supreme Court*** in a case of ***Mahanadi Coalfields Ltd. Vs. Brajrajnagar Coal Mines (Civil Appeal Nos.4092-4093/2024.***

I have gone through those authorities.

18. In a case of ***The Mysore Electrical Industries Ltd*** cited above, Hon'ble Karnataka High Court has extensively dealt with the provisions of Section 10 of the CLRA Act. In para-20 of the Judgment, Hon'ble High Court had formulated four questions for consideration. While answering question No.1 framed as "Whether a Notification under Section 10(1) of CLRA Act is a prerequisite for the Industrial Tribunal to have jurisdiction to decide the matter relating to reinstatement, regularization of services of contract labour?", Hon'ble Karnataka High Court has held as under;

21.5 A perusal of Section 10 would indicate that the State Government can in certain cases prohibit contract labour which would necessarily mean that it is only as regards the areas where State Government by exercise of powers under Section 10 can prohibit it. The reference made by Shri.H.N.Muralidhar, learned counsel as regards Section 10, in my considered opinion, is completely misconceived inasmuch as Section 10 relates to prohibition of contract labour in certain industries. The submission of Shri.Muralidhar that unless there is prohibition by notification under Section 10, an employer can engage contract labour, is according to me again misconceived. Merely because there is no notification under Section 10 of CLRA, the same would not permit an employer who is not registered under Section 7 to enter into a contract for contract labour with a contractor who is not registered under Section 12. The requirement of Section 7 and 12 are to be complied with irrespective of whether there is a notification under Section 10 or not.

21.6 Section 10 only prohibits an engagement of a contract labour and would have no bearing and is not a prerequisite for a workman who is engaged by employer under a contract to raise a dispute for redressal of his grievance.

21.7 In the present matter, the facts on record and which are not in dispute indicate that the workman had been engaged by the employer and were working with him, subsequently their services were shifted by the employer to certain agencies without their consent and they were regarded as contract labour. It is also on record that employer has not registered himself under Section 7 of CLRA and the contractor has not registered under Section 12 of CLRA, let alone the labour being registered under the contractor as contract labour. Thereafter the contractor terminated the contract which was accepted by the employer resulting in the workers being without employment. The Tribunal has come to a categorical finding that the so-called agreement between the employer and contractor is a sham agreement entered into with the sole purpose and intention of making payment of lesser amount to the workers.

19. In a case of ***The General Manager (P & A), Hindustan Petroleum Corporation Ltd Vs. The General Secretary, General Employees Association*** cited above, Hon'ble Bombay High Court has considered the aspects required to determine whether the contract is a contract of service or not and whether the concerned employee is employee of contractor or principal employer. It would be just to reproduce here para 49 to 54 from the said Judgment.

49. Determination of the vexed questions as to whether a contract is a contract of service or not a contract for service and whether the concerned employees are employees of the contractors or the principal employer has never been an easy task. No decision had laid down any hard and fast rule nor is it possible to do so. The question in

each case has to be answered having regard to the facts involved therein. No single test-be it control test, or any other test has been held to be the determinative factor for determining the jural relationship of employer and employee.

50. In spite of the obvious importance of the distinction between an employee and an independent contractor, the tests to be applied are vague and may, in a borderline case, be difficult to apply. Historically, the solution lay in applying the control test, i.e. could the employer control not just what the person was to do, but also the manner of his doing it i.e. 'how'- if so, that person was his employee. In the context in which it mainly arose in the nineteenth century, of domestic, agricultural and manual workers, this test had much to commend it, but with the increased sophistication of industrial processes and the greater numbers of professional and skilled people being in salaried employment, it soon became obvious that the test was insufficient (for example in the case of a doctor, architect, skilled engineer, pilot, etc.) and so, despite certain attempts to modernize it, it is now accepted that in itself 'control' is no longer the sole test, though it does remain a factor and perhaps, in some cases, a decisive one.

51. In the search for a substitute test, ideas have been put forward of an 'integration' test, i.e. whether the person was fully integrated into the employer's concern. In the present case, looking to the fact that the workers have been working for such a long time in the establishment of the Petitioner, it can be said that they are fully integrated in the Petitioner's establishment.

Once again, integration is not now viewed as a sufficient test in itself, but rather as a potential factor which may be useful in allowing a Court to take a wider and more realistic view. The modern approach has been to abandon the search for a single test, and instead to take a multiple or pragmatic approach, weighing all the factors for and against a contract of employment and determining on which side the scales eventually settle.

52. The control test and the integration tests, therefore, are not only factors which can be said to decisive. With a view to elicit the answer, the Court is required to consider several factors which would have a bearing on the result including (a)who is appointing authority i.e. contractor or principal employer; (b)who is the paymaster; (c)the extent of control and supervision; (d)who directs 'how' the job is tobe done; (e)nature of establishment. Thus, many factors have a bearing on the result. Who is paymaster, who can dismiss, how long the alternative service lasts, what machinery is employed, have to be kept in mind. The expressions used in any individual case must always be considered in regard to the subject. However, amongst the many tests suggested I think that one of the most satisfactory, by which to ascertain who is the employer at any particular time is to ask who is entitled to tell the employee the way in which he is to do the work upon which he is engaged. In the present case, the evidence on record shows that it was the officers of the Petitioner who told the workers what work is to be done and how it is to be done.

53. It needs to be highlighted that post abolition tests to be applied are laid down in para 125(5) of the Judgment of the Constitution Bench of the Supreme Court in the case of Steel Authority of India Ltd and others Vs. National Union Waterfront Workers and others reported in (2001)7 SCC 1. In the said decision, it is observed that on issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial Legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employee of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose. If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition. In the present case, from the evidence I find that all the tests which are required to be applied as per law declared by the Supreme Court are fulfilled and Tribunal has rightly directed these workers to be regularized.

54. The learned counsel for the respondent relied upon the decision in Indian Oil Corporation Ltd v Union of India and Ors (2009 I CLR 659), wherein it is observed as under;

"In the light of the decision is Umadevi's case, the earlier decision in Steel Authority of India's case would be confined only to private sector and contract workers in State or public sector undertaking will not be entitled to claim regularization even if the contract was sham and bogus and as such the order of reference ought to be set aside. In Umadevi's case the Court was not concerned with the provisions of the Contract Labour (Regulation and Abolition) Act and the power of the industrial adjudicator to grant appropriate relief in the reference under the Industrial Disputes Act. The Case does not even deal with the judgment in the Steel Authority of India's case. Both operate in different fields and the decision in Umadevi's case does not deal with the question of reference and forum where rights will have to be adjudicated. Umadevi's case is concerned with relief and the industrial adjudicator is required to examine the said question. The respondent workmen cannot be denied reference at this stage. As to what relief will be granted is uncertain and depends upon the number of facts. This position is also clear from at least three Judgments,

i.e. i. Mineral Exploration Corporation Employees Union Vs Mineral Exploration Corporation Limited and Anr.(2006 III CLR 956 SC), ii. Oil and Natural Gas Corporation Ltd Vs. Engg. Mazdoor Sangh (2007)1 SCC 250) and iii. Madhya Pradesh Administration V Tribhuban (2007)9 SCC 748).

20. By referring the law laid down by Hon'ble Supreme Court in a case of ***R.K.Panda Vs. Steel Authority of India*** cited above, Hon'ble Bombay High Court has held in the said Judgment that whether the contract labourers have become the employees of the principal employer in the course of time and whether the engagement and employment of labourers through a contractor is a mere camouflage & a smokescreen, is a question of fact and has to be established by the contract labourers on the basis of the requisite material. In para-57 of the said authority, Hon'ble Bombay High Court has observed as under;

"...From the evidence, it is seen that i] the management controls and supervises the work of the workmen, ii] the workers have been working for a very long period in the establishment of the petitioner; it can be said that they are integrated in the establishment of the petitioner, iii] though the responsibility is cast upon the contractors to make payment of wages, provident fund contribution etc, the entire payments were overseen by the Petitioner Management. Thus, even though the certain amounts were paid by the contractor, in the real sense, ultimately, it is the Petitioner Management which pays the amount; iv] in spite of change of contractors, neither the workmen were replaced nor fresh appointments were made. All these facts show that the contract was sham and bogus and a mere camouflage. On lifting the veil and looking to the conspectus of factors governing employment, the conclusion is that the real employer of the workers in the present petition is the petitioner."

21. In the said Judgment, Hon'ble Bombay High Court has referred to the decision of Hon'ble Apex Court in a case of Hindalco Industries Ltd wherein Hon'ble Supreme Court has held that (a)the workmen have been employed for long years and despite a change of contractors the workers continued to be employed in the canteen, (b)evidence on record established the ultimate control of management on the canteen employees, in such cases, the Court would be entitled to pierce the veil and arrive at a finding that the justification relating to appointment of a contractor is sham or nominal and in effect & substance there exists a direct relationship of employer and employee between the principal and the workmen. By making reference to those observations, Hon'ble Bombay High Court has held that *"In the present case also, both these aspects are found very much present. The material on record clearly shows that the activities of the workmen are ultimately controlled by the Company. Thus, considering all the mentioned factors cumulatively, it can safely be said that the Respondents Workmen are in fact the workmen of the Petitioners – Management. In these circumstances, the Tribunal was perfectly right in arriving at the conclusion that the contract is nothing but a paper agreement and granting relief"*.

22. Keeping in mind the legal position laid down in those authorities, I would go to discuss the evidence available on record. Before that, it would be apposite to consider the jurisdictional aspect based on law point only. It is an admitted fact that First Party Nos.1 & 2 are the offices established under the Employees Provident Funds Act which is a Central Act hence, appropriate Government is the Central Government. Learned advocate for Second Party drew attention of this Court to Section 10 of Industrial Disputes Act. Third Proviso appended to Sub-Section 1 of Section 10 provides that where the dispute in relation to which Central Government is appropriate Government, it shall be competent for that Government to refer the dispute to Labour Court or Industrial Tribunal, as the case may be, constituted by State Government. In view of the said provision, this Court is satisfied that the dispute referred to this Court by the Regional Labour Commissioner is within the jurisdiction of this Court. So far as relationship between First Party Nos.1 & 2 and Second Party is concerned, said aspect will have to be decided by taking into consideration the evidence adduced and produced by both the parties so also, the legal position laid down in the authorities cited above.

23. Second Party has reiterated most of the contents of his statement of claim in his affidavit of examination-in-chief. In his cross-examination taken on behalf of First Party No.3, Second Party has stated that he was not employed with First Party No.3, he is not terminated from the service by First Party No.3, he has no grievance against First Party No.3 and monthly salary was being paid to him by the First Party No.3. In the cross-examination taken on behalf of First Party Nos.1 & 2, Second Party has stated that PF office had appointed him by saying that contract to First Party No.3 has been given for record purposes. He has admitted in his said cross-examination that First Party Nos.1 & 2 had not given appointment letter to him and his appointment was not by following procedure of giving advertisement, taking examination and interviews. He has admitted that First Party Nos.1 & 2 had given letter to First Party No.3 for supply of workers. He has admitted that First Party Nos.1 & 2 used to give one single Cheque to First Party No.3 towards the salaries of the workers and First Party No.3 used to make payment of salary to him from the said amount by making deduction of ESI & PF contributions.

24. Witness Shri.Thakur of First Party Nos.1 & 2 has reiterated most of the contents of written statement of First Party Nos.1 & 2 in his affidavit of examination-in-chief. In the cross-examination taken on behalf of First Party No.3, Shri.Thakur has admitted that First Party Nos.1 & 2 had given a contract during a period from September-2010 to 31/03/2011 for supply of workers by executing agreement with the labour contractor and the labour contractor had supplied workers as per said contract. In the cross-examination taken on behalf of Second Party, Shri.Thakur has admitted about the nature of work to be performed by PF office and the process undertaken daily for cleaning of the

premises of PF office. Shri.Thakur has admitted in his cross-examination that the contract labours have to perform their works in the PF office only and the work of proper filing being performed by contract labours is being supervised by the concerned clerk in Billing Section of the PF office. He has stated in his cross-examination that he is not aware of the works being performed by the contract labours in the PF office before he joined the office in October-2021. He has admitted in his cross-examination that the work which the Second Party was performing in the PF office in year 2016 is still available. Shri.Thakur has expressed his inability to tell whether Solapur PF office has got itself registered under the CLRA Act.

25. Witness Shri.Lakhole of First Party Nos.1 & 2 has stated that First Party No.1 hires outsourced manpower as per requirement on annual basis through open tender system and agreement entered into with the contractual agency is being renewed annually. He stated that First Party No.3 had supplied outsourced manpower to First Party No.1 as per requirement on the basis of the contract, First Party No.1 had made payment of the salaries of those workers to First Party No.3 and it had not directly paid salary or wages to those workers hence, there was no employee-employer between the Second Party and First Party No.1. He stated that Section 10 of CLRA Act prohibits employment of contract labours in certain cases relating to the work of perennial in nature, First Party No.1 has not maintained muster rolls of the contract employees and it is the responsibility of the contractual agency to maintain it. He stated that Second Party was engaged through First Party No.3 and Second Party had agreed it so also, had agreed to work with the First Party No.3 as per the availability of work in the case filed before the Regional Labour Commissioner (Central) Pune.

26. In his cross-examination taken on behalf of the Second Party, Shri.Lakhole has admitted that there is no provision in Provident Funds Act to appoint employees through outsourcing and he never saw any document which would show that Delhi Head Office has authorized the Solapur PF office to make appointments of employees by outsourcing. He has admitted in his cross-examination that there is no reference in agreement dtd.01/05/2016 that the contractor shall appoint a supervisor to supervise the work of the contract employees. He admitted that officers of PF office used to supervise the work of the contract employees. He expressed his inability to tell that Second Party and other contractual employees were performing the work of Filing, record keeping and work related to Pension Department etc. in the PF office and their services were being utilized by PF office at the time of attachment & auction of properties of PF defaulting employers. He has admitted that payment was being made to the contractor on the basis of the actual working days of each contract labourer.

27. Copies of agreements available on record show that PF office used to enter into agreements with the labour contractors for supply of labourers at PF office for performing the works of housekeeping, sanitation, security guard and other miscellaneous type of works like helper specified in a category of unskilled workers. Second Party has come with a specific case that he was in continuous employment of First Party Nos.1 & 2 since year 2003 till his services came to be terminated by oral order on 10/8/2016. Contention of First Party Nos.1 & 2 is that contract was given to various labour contractors and services of the contract labourers supplied by those labour contractors were being utilized by PF office. Second Party had summoned the Juni Mill Bekar Kamgar Varasdar v Janhit Sangharsh Samiti Solapur for production of documents. Accordingly, said Samiti has produced letter at Exh.U-16 wherein, it is mentioned that said Samiti had taken a contract from PF office for supply of contract laboures from 01/03/2004 to 31/03/2007. It mentioned in the said letter that second party has worked as per contract at PF office under the supervision of PF office from 01/06/2004 to 31/03/2007. Post of Second Party is mentioned in the documents produced by the said Samiti with list Exh.U-18 as “Housekeeper”. Said Samiti has also produced muster rolls which show the number of working days of the Second Party. First Party Nos.1 & 2 have neither disputed the entries in the documents produced by said Samiti nor adduced any evidence to rebut the entries in those documents.

28. On request of Second Party, witness summons was issued to R.S.V.Labour Contractor & Services. Said labour contractor has also produced documents with Exh.U-13. Letter produced at Exh.U-14 by the said labour contractor shows that second party was working at PF office from 1/04/2007 to 31/08/2010 as per the labour contract given to said contractor by the PF office. Said contractor has produced copies of bills raised by it with PF office for months March-2010 & April 2010. First Party Nos.1 & 2 have not disputed the genuineness of the documents produced by said labour contractor also.

29. Second Party has produced copies of Biometric report maintained by the PF office. He has also produced copy of handwritten muster roll for years 2010 to 2016. First Party No.1 & 2 have not denied the contention of First Party No.3 that second party was working with PF office as its contract employee during a period from 01/09/2010 to 01/03/2015 and thereafter from 01/05/2016 to 10/08/2016. First Party Nos.1 & 2 have neither disputed the genuineness of the documents nor adduced any evidence to disprove the contents of the documents produced by the Second Party for showing his working days at PF office. Having considered the documents available on record as mentioned above, it is clear that Second Party was continuously working at PF office for a long period from year 2003 to 10/8/2016 except for some period in between.

30. The witnesses of First Party Nos.1 & 2 have stated that Second Party was the employee of First Party No.3. They stated that First Party No.1 had no role to play in the employment of Second Party. Documentary evidence available on the record shows that PF office had entered into agreements with other labour contractors also than First Party No.3 and in spite of change of contractors, Second Party continued to work in the PF office for a long period.

There is no material to show that either First Party No.3 or any of the labour contractor had entered into agreement with Second Party for making his appointment at PF office. Those aspects show that though the Second Party was shown to have appointed through labour contractors, his real appointing authority was the PF office.

31. Learned advocate for First Party Nos.1 & 2 submitted that entire control over the work of Second Party was of the labour contractors through whom, Second Party was employed on contract basis. There is no material to show that labour contractors either themselves or anybody on their behalf used to remain present at the PF office to supervise & control the work of the Second Party. Copies of agreements produced by the PF office show that duty hours of the contract employees were fixed whereby, contract employees were supposed to attend the work half an hour before the scheduled office opening time and to leave the office after half an hour of the scheduled closing office time. It shows that the work entrusted to Second Party was to be performed by him for more period than the scheduled daily office timings from which, it will have to be held that Second Party was performing the regular work and not temporary work as is stated by the witnesses of PF office. Furthermore, contents of the agreements show that PF office had the authority to terminate the services of contract employees in case of disobedience of the conditions on the part of contract employees which also shows that entire control over the work of the Second Party was of PF office. Considering those aspects, the argument of learned advocate for First Party Nos.1 & 2 is not acceptable that entire control over the Second Party was of the labour contractors.

32. As mentioned above, evidence on record shows that Second Party was working at PF office continuously for a period of more than 12 years though the contractors had changed. It has come in the cross-examination of witnesses of First Party Nos.1 & 2 that the work which the Second Party was performing is continuously available. There is no material to show that PF office had got itself registered under Section 7 of CLRA Act. First Party Nos.3 has placed on record copy of the Certificate of its registration obtained by it on 28/11/2013. Second Party is shown to have engaged at PF office through First Party No.3 initially in year 2009. There is no material to show that First Party No.3 had obtained necessary license under Section 12 of the CLRA Act that time. Furthermore, there is no material to show that PF office which is the principal employer had got itself registered under Section 7 of the said Act. Witnesses of First Party Nos.1 & 2 have expressed their inability to tell that First Party Nos.1 & 2 had got themselves registered under Section 7 for engaging labour contractors.

33. Thus, the evidence on record shows that necessary requirement of CLRA Act that both the employer & the contractor should be registered under Section 7 & 12 respectively had not been fulfilled for engaging contract labourers. Besides the said discrepancy, the evidence on record clearly shows that Second Party was performing work of perennial nature at the PF office under the control of the office bearers of PF office, his entire work was under the supervision of officers of PF office and said work is continuously available at the PF office. Witnesses of First Party Nos.1 & 2 have stated that the work which the Second Party was performing was of supportive & ancillary nature and it was not involving the primary office work being done by the PF office. However, evidence of the Second Party in respect of the nature of work to be performed by him has not been denied in any manner during his cross-examination. Second Party has stated that he was performing the work of cleaning tables, storing water, filing the various documents in different Files, giving Files to the clerks, sewing of the Form No.24 and Form No.9, searching of Files, reconciliation of old Pension Files, lamination of certificates etc.. Witnesses of First Party Nos.1 & 2 have admitted in their cross-examinations that the work which the Second Party was performing in the PF Office will be required to be performed till PF office is functioning. As the work was being performed by Second Party since last many years, it will have to be held that his work was an integral part of the overall work to be executed for the functioning of PF office.

34. Second Party has worked at the Solapur PF office continuously from year 2003 till 10/08/2016 hence, it will have to be said that Second Party is holding the necessary qualification of the post on which he was working. Second Party being working for such a long tenure, it can be said that the work is adequately available with the PF office. Again, evidence of Second Party that after terminating him from the employment, PF office has engaged other contract employees for performing the same work also shows that the work is continuously available with the PF office.

35. Witness Shri.Lakhole of First Party Nos.1 & 2 has stated that muster rolls, attendance registers and salary registers in respect of the Second Party are not maintained by First Party No.1 and the same were required to be maintained by First Party No.3 through whom, the manpower was hired. Second Party has placed on record the reports of biometrics maintained at the office of PF office wherein, attendance of Second Party has been to recorded for few months in Year 2016 hence, the evidence advanced in that regard by Shri.Lakhole cannot be accepted to be true. Learned advocate for First Party Nos.1 & 2 argued that Second Party was employee of First Party No.3 and Second Party had admitted it before Labour Commissioner during conciliation proceeding so also, the second party had admitted that he is ready to work for the labour contractor at any place. Such a statement appears to have recorded in the documents produced by First Party Nos.1 & 2 at Exh.C-14 however, said statement was not acted upon by the Conciliation Officer. There is nothing in those documents to show that said statement was voluntarily made by the Second Party. It is the contention of the Second Party that he was told by PF office that agreements with labour contractors are entered into for paper work only.

36. Documents produced by the Second Party show that labour contractors had raised bills from time to time at the PF office by showing the post of the Second Party as Housekeeper. Second Party has also produced copies of muster rolls submitted to PF office by the labour contractor with the bills. It appears that attendance of the Second Party was being recorded in the muster rolls maintained by labour contractors for most of the time however, the fact remains that the payment was being made to the Second Party by PF office may be, on raising demands by the labour contractors. Contents of the agreements show that there was a condition that payment to the workers shall be made by deducting ESI & PF contributions. Those aspects show that PF office was the paymaster in the matter of making payment to the second party. Thus, besides having control & supervision over the work of the second party, PF office was the paymaster. Having considered those aspects, this court is of the opinion that Second Party was actually the employee of the PF office and the agreements entered into with the labour contractors by the PF office were sham and/or nominal agreements. I found force in the argument of learned advocate for Second Party that the tactics of employing Second Party under sham & bogus labour contract was used only to give bypass and go bye to the provisions of Labour Laws & Regulations with an intention to deny the right of permanency to the workers like Second Party.

37. Now the question for consideration is as to what relief can be granted in favour of the Second Party? It would be apposite to reproduce here the observations of Karnataka High Court in case of the ***Mysore Electrical Industrial Ltd...*** cited above. Hon'ble Karnataka High Court has held in the said Judgment as;

" 22.2 The finding of the labour court as regards the alleged transaction being a sham and camouflage has already been upheld in answer to point No.1 above. Once this court comes to a finding that the agreement is sham and camouflage, the workmen cannot be denied their just benefits. In the present case, there is no agreement at all, it is only a contention by the employer. The said contention is also sham and to cover of the liability of the employer to make payment of due amounts to the workmen. The Hon'ble Apex Court in SAIL's case as held that if a contract is found to be not genuine but mere camouflage, so called labour will have to treated as employees of the principal employer, who shall be directed to regularize the services of the contract labour in the establishment concerned subject to there being a vacancy and if there is no vacancy, if principal employers intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if found suitable and if it is necessary, by relaxing the conditions as to maximum age appropriately, taking into consideration the age of workmen at the time of there initial employment by the contractor and also relaxing the condition as to the academic qualification other than technical qualification."

38. Second Party has stated that he was not getting wages like the regular employees of PF office. He has prayed to direct the PF office to regularize his services on completion of 240 days service and to pay him difference in wages as like regular employees. Question had arisen whether the prayers for reinstatement and regularization in service can be considered simultaneously. Learned advocate for the Second Party drew attention of this Court to the Judgment of Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd*** cited above wherein, reliefs of reinstatement & regularization were granted.

39. Learned advocate for First Party Nos.1 & 2 tried to distinguish the said Judgment by submitting that it was found in the said matter that agreements with labour contractors were not executed at all whereas, PF office in this matter had entered into agreements with the labour contractors due to which, according to him, said authority is not helpful to the Second Party. Though the fact situation was like it in the said matter, it is not sufficient for accepting the argument of learned advocate for First Party Nos.1 & 2 for the reason that this Court has already reached to the conclusion that the agreements entered into with the labour contractors by PF office were sham and/or nominal.

40. Learned advocate for First Party Nos.1 & 2 vehemently argued that Second Party has admitted in his cross-examination that First Party Nos.1 & 2 had not given appointment letter to him and his appointment was not by following the procedure of giving advertisement, taking examination and interviews. He argued that PF office is the office of Central Government and no appointment on any post can be made in the said office without following the regular process of recruitment due to which, as the appointment of Second Party was not by following the recruitment process, no relief can be granted in favour of Second Party.

41. Similar argument was advanced before Hon'ble Bombay High Court in a case of ***General Manager…*** cited above by placing reliance on the celebrated Judgment of Hon'ble Apex Court in a case of ***Umadevi..*** While holding that said argument is not acceptable, Hon'ble High Court has held as;

"In Umadevi's case, the Court was not concerned with the provisions of the Contract Labour (Regulation and Abolition) Act and the power of the industrial adjudicator to grant appropriate relief in a reference under the Industrial Disputes Act in such cases. The case does not even deal with the Judgment in the Steel Authority of India's case. Both the decisions operate in different fields. So also in Umarani and National Fertilizers Ltd (Supra), the facts were different, hence, they would not be applicable".

42. Considering those observations, argument of learned advocate for First Party Nos.1 & 2 is not acceptable. Having gone through the Judgment of Hon'ble Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd*** cited above, this Court is of the opinion that reference needs to be answered in the affirmative partly to the effect

that Second Party is entitled for reinstatement in service at PF office Solapur. Evidence on record shows that second party has worked for 240 days or more in each year at the PF office from year 2003 till 10/8/2016 however, his prayer to regularize his services on completion of 240 days in an year for the first time cannot be accepted because there is nothing to show that provisions of Model Standing Orders are applicable to PF office. Again, claim of the Second Party is found acceptable as he has been made to work for years together as a contract employee though, there is bar to appoint contract employees through labour contractor for performing the work of perennial nature hence, his prayer to direct the First Party Nos.1 & 2 to pay him the difference cannot be accepted.

43. As Second Party has not worked at the PF office from 10/8/2016, in the facts & circumstances of the case, the criteria of *no work no pay* will have to applied and it would be just to hold that Second Party is not be entitled for any back wages. So far as the prayer for regularization in service is concerned, similar directions as like the directions given by Hon'ble Karnataka High Court in a case of ***The Mysore Electrical Industries Ltd...*** can be given to the First Party Nos.1 & 2. Thus, for all the above mentioned reasons, by recording my findings on Issue Nos.(1) to (6) accordingly, I pass the following order.

ORDER

Reference is answered partly in the affirmative.

The Second Party shall be treated as employee of the First Party Nos.1 & 2.

First Party Nos.1 & 2 shall reinstate the Second Party in service without any back wages.

First Party Nos.1 & 2 shall regularize the services of the Second Party subject to availability of vacancy and in the event of there being no vacancy, as and when vacancy arises, the First Party Nos.1 & 2 shall give preference to the Second Party on the basis of his number in the seniority list of the contract employees, if he is found suitable by relaxing the conditions as to maximum age and academic qualification.

First Party Nos.1 & 2 shall maintain the seniority list of contractemployees, proper record of sanctioned posts, number of workmen posted to such sanctioned posts or number of vacancies as when the vacancies arise.

Inform the appropriate Government accordingly.

Date : 14/11/2024.

Dictated on : 14/11/2024.

P. P. RAJVAIDYA, Member, Industrial Court, Solapur.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1413.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **दिल्ली इंटरनेशनल एयरपोर्ट प्राइवेट लिमिटेड; उपडटेर सर्विसेज प्राइवेट लिमिटेड; एवन फैसिलिटी मैनेजमेंट सर्विसेज लिमिटेड; केस कॉर्पोरेशन लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती सुशीला** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स न.-(106/2019)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.07.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-100]

दिलीप कुमार, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1413.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 106/2019)** of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Delhi International Airport Private Limited; Updater Services Private Limited; Avon Facility Management Services Limited; Case Corporation Limited** and **Smt. Sushila** which was received along with soft copy of the award by the Central Government on 24.07.2025.

[No. Z-16025/04/2025-IR(M)-100]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

I.D. No. 106/2019

Smt. Sushila vs. D.I.A.L. and Ors.

Smt. Sushila, W/o Sh. Suraj Singh.

R/o- RZ-22, Agarwal Colony Near Anaj Mandi,

Najafgarh, Delhi.

Through- Hindustan Engineering and General Mazdoor Union,

Head Office: D-2/24, Sultanpuri, Delhi-110086.

…Applicant/Claimant

Versus

1. **Delhi International Airport Pvt. Ltd.**
   New Udaan Bhawan, Opp. A.T.S. IGI Airport, New Delhi-110037.
2. **Updater Services Pvt. Ltd.**
   18/14, East of Kailash Sapna Cinema, New Delhi-11049.
3. **Avon Facility Management Services Ltd.**
   B1/1-1, 1st Floor, Mohan Industrial Estate, Near Badarpur Border, New Delhi-11044.
4. **Quess Corp. Limited.**
   B1/1-1, 1st Floor, Mohan Industrial Estate, Near Badarpur Border, New Delhi-11044.

…Managements/respondents

Counsels:

For Applicant/ Claimant*:*

Sh. Kailash Jonwal, Ld. AR.

For Managements/ Respondents*:*

Sh. Manish Sehrawat, Ld. AR for DIAL (management-1).

None for Updater Services Pvt. Ltd., Avon Facility Management Services Ltd. and Quess Corp. Limited (as ex-parte).

Award

26.06.2025

The claimant filed an application under section **2-A of Industrial Disputes Act, 1947 (Herein after referred to as 'the Act')**. The claimant claimed to have worked with the managements since 01.05.2010 as a house keeper at the last drawn salary of Rs. 10,000/- per month. Management-1 entered into contracts with management-2, 3 & 4, whereby management-1 authorized management-2, 3 & 4 for to carry out maintenance and housekeeping work. The claimant had been regularly working there and management-1 had supervision and control over the claimant. The managements failed to provide the claimant with legal facilities such as appointment letter, attendance card, overtime, dearness allowance, wages slip, Identity card, E.S.I. card, casual leaves, earned leaves etc. When the claimant demanded these, the managements became annoyed and terminated her services on 20.09.2018 without assigning any reason. It was also submitted that the managements didn't issue any charge-sheet before her termination. Consequently, she made prayer that she be reinstated with full back wages.

In response, management-1 filed a reply contending that it is liable to be deleted from the array of parties, as the claimant was not employed by it. It was stated that the claimant was under direct control of management-2 to 4, as admitted in her claim statement. It was further stated that it is a separate legal entity and a private ltd. company incorporated under the provisions of the companies Act, 1956, and is merely a lessee of the IGI Airport, New Delhi as per the Operation Maintenance and Development Agreement (OMDA) dated 04.04.2006 with the Airport Authority of India. It was submitted that management-1 had entered into a service agreement with management-2 (Updater Services Pvt. Ltd.) on 28.04.2010. Thereafter, on the expiry of the said contract, management-1 entered into an agreement with management-3 (M/s Avon Facility Management Services Pvt. Ltd.) on 25.01.2014. Later, M/s Avon Facility Management Services Pvt. Ltd. changed its name to M/s Quess Corp. Ltd., which is impleaded as management-4.

Management-2 and management-3 and 4 had not appeared since the beginning of the proceedings and were proceeded ex-parte. It is a matter of record that a representative of management-3 & 4 had appeared on several dates, i.e. 28.03.2022, 11.10.2022, 05.12.2022 and 19.09.2023, but he failed to take appropriate steps to set aside the ex-

parte order. In between, the claimant's request under order VI rule 17 CPC was allowed, and the amended claim statement was filed, followed by an amended written statement from management-2 and a rejoinder from the claimant.

After completion of pleadings, following issues were framed for adjudication:

i. Whether the proceeding is maintainable.

ii. Whether there exists employer and employee relationship between the claimant and the management-1.

iii. Whether the claimant was serving under the control of management-2 to 4.

iv. Whether the service of the claimant was illegally terminated by management-1.

v. To what relief the claimant is entitled to and from whom.

In order to prove her case, the claimant entered the witness box and reiterated her claim of illegal termination after nine years of service. She relied upon the following documents:

- Copy of demand notice is Exhibit WWI/1(OSR).
- Copy of postal receipts are Exhibit WW1/2 to WW1/5(OSR).
- Copy of Claim petition file before the Assistant Labour Commissioner is Exhibit WW1/6(OSR).
- Copy of pay slip is Exhibit WW1/7 (OSR).
- Copy of I-Card are Exhibit WW1/8(OSR).
- copy of ESI card is Exhibit WW1/9(OSR).
- Copy of Gate Pass is Exhibit WW1/I0 (OSR).
- Copy of failure Report is Exhibit WWI/11(OSR).

The claimant was cross-examined by management-1 (DIAL). She admitted that:

- No appointment letter was issued to her by management-1.
- No salary was ever given to her by management-1.
- No termination letter was issued to her by management-1.
- She didn't place any delivery report of Ex. WW1/2 on record.
- The documents that she relied upon and exhibited were not issued by management-1.
- She denied that there was no employee-employer relationship between her and management-1.

Management-1 examined, Sh. Chanchal Kumar, working as a manager (HR), reiterated that the claimant was under direct control of management-2 to 4, as admitted by the claimant and she was appointed by the said managements directly. He further submitted that management-1 had entered into a service agreement with management-2 on 28.04.2010 and after expiry of the said contract, entered into an agreement with the management-3 i.e. M/s Avon Facility Management Services Pvt. Ltd. on 25.01.2014. M/s Avon Facility Management Services Pvt. Ltd. changed its name to M/s Quess Corp. Ltd. (management-4). It is further submitted that the claimant is not an employee of management-1 as no relationship of employer-employee ever existed. He relied upon the following documents :

- Ex. MW1/1- copy of agreement dated 28.04.2010
- Ex. MW1/2 (colly)- Certificates dated 27.04.2006, 04.09.2017 and 12.06.2018.
- Ex. MW1/3 (colly)- copy of license dated 19.11.2015, 17.04.2017, 09.06.2017, 18.07.2017, 28.09.2017, 22.05.2018, 14.08.2018 and 19.02.2018.

Further, the witness denied that management-1 had supervision and control over the claimant. Although, the management used to verify the records of the salary paid by the contractors to the claimant at the time of furnishing the invoice.

Whole case of the claimant rests on the premise that she had worked with management-1 for the last nine years i.e. 2010 to 2018 and her services were terminated on 20.09.2018 without any rhyme or reason. No charge sheet was issued to her prior to termination. Accordingly, she contended that she was terminated in violation of section 25F of the Act. As such, she seeks reinstatement with full wages.

On the other hand, the whole case of management-1 rests on the premise that no relationship of employer and employee existed between them and the claimant. It neither appointed the claimant, nor did it have any control

over the claimant. It is further submitted that the claimant himself accepted that she was not appointed by management-1. Management-1's role was only to verify the records of the salary paid by the contractor to the claimant at the time of furnishing the invoice. Management-1 relied upon the judgment passed by the Hon'ble Supreme Court of India on 28.08.2014 in **Balwant Rai Saluja vs. Air India Ltd. (2014) 9 SCC 407,** where it was held as under:

"65. Thus, it can be concluded that the relevant factors to be taken into consideration to establish an employer-employee relationship would include, inter-alia:

1. Who appoints the workers;

2. Who pays the salary/remuneration;

3. Who has the authority to dismiss;

4. Who can take disciplinary action;

5. Whether there is continuity of service; and

6. Extend of control and supervision, i.e., whether there exists complete control and supervision.

"85. Issues regarding appointment of the said workmen, their dismissal, payment off their salaries, etc. are within control of the HCI. It cannot be said that the appellants are the workmen of Air India and therefore are entitled to regularization of their services.

In light of the above discussion, my issue-wise findings are as follows:

Issue no.-1

From the preponderance of evidence, it is held that proceedings are maintainable before this tribunal because the claimant was employed for house-keeping work.

Issue no.-2

This issue goes in favour of management-1 because the claimant himself admitted that no appointment letter was issued to her nor was her salary paid by management-1. Moreover, management-1 took the plea that their only job was to verify the records of the salary paid by the contractors (management-2 to 4) to the claimant at the time of furnishing the invoice. The claimant has not challenged the testimony of management-1 in this respect. Therefore, there is no doubt that management-1 had no control or supervision over the claimant. Moreover, the claimant placed on record the wages slip issued by management-3. Therefore, issue no.-2 is decided in favour of management-1 and against the claimant.

Issue no.-3

The claimant didn't challenge the testimony of management-1 that management-1 had earlier entered into a service agreement with management-2 on 28.04.2010 and after expiry of the said contract, entered into an agreement with the management-3 i.e. M/s Avon Facility Management Services Pvt. Ltd. on 25.01.2014 which changed its name to M/s Quess Corp. Ltd. (management-4) later. The document Ex. WW1/7 is a pay slip issued to the claimant by management-3 & 4. Management-3 & 4 failed to contest the case. However, on 28.03.2022, 11.10.2022, 05.12.2022 and 19.09.2023, a representative for management-3 & 4 had appeared but he failed to take appropriate steps for setting aside the ex-parte order. Therefore, it is established that Ex. WW1/7 is a pay slip issued by management-3. During the course of arguments, AR for the claimant placed on record the written statement filed by management-3 & 4 before the Assistant Labour Commissioner, wherein it stated that the claimant committed an act of serious and grave misconduct for which she was charge-sheeted vide charge-sheet dated 27.09.2018 and called for submissions of her explanation to the charges as mentioned in the charge-sheet. Wherein she submitted her explanation and admitted all the charges as mentioned in the charge-sheet. Therefore, after taking into account of gravity of misconduct committed by the claimant, the management lost its faith upon the claimant and decided to terminate her services. Evidence produced by the claimant established that their existed a relationship of employee-employer between him and management-3 & 4. Therefore, it is held that the claimant was working under the control of management-3 & 4.

Issue no.-4

Section 2(oo) defines the term 'retrenchment' while section 25F of the Act has set out the conditions to be complied by an employer before retrenching a workman. Definition of section 2(oo) and section 25F of Act are as follows:

[(oo) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or] (

c) termination of the service of a workman on the ground of continued ill-health;]

25F. Conditions precedent to retrenchment of workmen: No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2 [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government 3 [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

The said section itself created four exceptions where the termination of services of the claimant has not come within the definition of 'retrenchment'. The section itself creates a bar upon the retrenchment when the services were terminated by way of punishment. The documents placed by the claimant during course of arguments suggests it was submitted by Management-3 & 4 before the Assistant Labour Commissioner that the claimant was charge-sheeted and punishment was inflicted upon her, but it failed to bring the facts before this Tribunal. Therefore, the termination of services of the claimant by Management-3 & 4 is held to be illegal, as Management-3 & 4 failed to comply with any provisions of Section 25F of the Act, which is a mandatory condition. First, if it intended to retrench the claimant, then it should have given prior notice of at least one month, or in lieu of one month pay. Additionally, the management was also required to pay the retrenchment compensation of 15 days' salary of each completed year of service. However, it failed to do so. Therefore, it is proved that the claimant's services were retrenched illegally by Management-3 & 4.

Issue no.-5

Now, the question that arises is what relief the claimant is entitled to and from whom. As a general rule, when termination is declared illegal, the appropriate relief is **reinstatement with full back wages**. However, much time has already passed and there is no positive evidence that the claimant was unemployed since her termination from service. It is held by the Hon'ble Supreme Court of India in the case titled as **Employers, Management of central P & D Inst. Ltd. Vs Union of India & Another, AIR 2005 Supreme Court 633** that it is not always mandatory to order reinstatement even after the termination is held illegal. Instead, compensation can be granted by the industrial adjudicator. Similar views were expressed by Hon'ble High Court of Delhi in the case titled as **Indian Hydraulic Industries Pvt. Ltd. Vs. Kishan Devi and Bhagwati Devi & Ors., ILR (2007) Delhi 219** wherein it was held by the court that even if the termination of a claimant is held illegal, the industrial adjudicator is not supposed to direct reinstatement along with full back wages and the relief can be moulded according to the facts and circumstances of each case and the court can allow compensation to the claimant instead of reinstatement with back wages. Same view has been expressed by the Apex Court in **Maharashtra State Road Transport Corporation vs. Mahadeo Krishna Naik 2025 Latest Caselaw 157 SC** stating that upon dismissal, being set aside by a court of Law, reinstatement with full back wages is not an automatic relief. In some cases, lump sum compensation is a better relief.

Circumstances suggest that the claimant had worked with the managements for almost eight years for housekeeping work. Housekeeping job is a job which cannot be said to be available easily. However, when one's services have been terminated then, one faces a lot of difficulty in finding a new Job. Given these circumstances when the claimant's services were terminated in breach of section 25F of the Act, a lump sum compensation of Rs. 6,00,000/- (Rupees Six Lakhs Only) is considered an appropriate relief. Hence, management-3 & 4 is hereby directed to pay a compensation of Rs. 6,00,000/- (Rupees Six Lakhs Only) to the claimant within two months of notification of this award, failing which the management shall also pay interest @ 8% per annum on the aforesaid amount from the date of award till the date of realization. A copy of this award be sent to the appropriate government for notification U/S 17 of the I.D Act. The file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 26.06.2025

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1414.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार **मेसर्स ओएनजीसी; गुरबानी सिक्योरिटी प्राइवेट लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **ओएनजीसी कॉन्ट्रैक्ट वर्कर्स यूनियन** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-(26/2012)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.07.2025 को प्राप्त हुआ था।

[सं. एल-30011/44/2011-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1414.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 26/2012)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ONGC; M/s Gurbani Security Private Limited** and **ONGC Contract Workers Union** which was received along with soft copy of the award by the Central Government on 24.07.2025.

[No. L-30011/44/2011-IR(M)]

DILIP KUMAR**,** Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: Sri IRFAN QAMAR
Presiding Officer

Dated the 8th day of July, 2025

INDUSTRIAL DISPUTE No. 26/2012

Between:

The General Secretary,

ONGC Contract Workers Union,

(Rep. by Sri R. Ramaswamy, GS)

New Venkateshwara Temple Street,

Mandal & Tq: Razole, E.G. Dist. – 533242. ….. Petitioner

AND

1. The Executive Director(Asset),
   M/s. ONGC, ONGC Base Complex,
   Krishna Godavari Project,
   Rajahmundry, E.G. Dist.
2. Maj. (Retd.) Kalsi,
   M/s. Gurbani Security Pvt. Ltd.,
   No.90 Surya Enclave, Thirmulgiri,
   Secunderabad – 500 015. …. Respondents

Appearances:

For the Petitioner : M/s. K.V.R. Chowdary, Advocates

For the Respondent: M/s. P.Sundari, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-30011/44/2011-IR(M) dated 24.4.2012 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. ONGC and their workmen. The reference is,

SCHEDULE

"Whether the demand of the union for regularization of services of 178 workmen (list enclosed) who are working on tenure-based employment by the management of ONGC, Rajahmundry is legal and justified? What relief the workmen are entitled to?"

The reference is numbered in this Tribunal as I.D. No.26/2012 and notices were issued to the parties concerned.

2. **The averments made is the claim statement are as follows**:

The General Secretary of the union submits that there are 18 members in the union and whose names are given in the annexure. It is submitted that the workmen were working in Oil & Natural Gas Corporation Limited of Rajahmundry Asset as Security Guards and Security Supervisors through the contractor by M/s Gurban Security Private Limited for the last 20 years. It is submitted that in the same organization of Southern Region, Regional Office Chennai and Cauvery Asset, Karaikal the Security Guards and Security Supervisors performing same work are paid Rs.510/- per day along with other allowances etc., and are designated as Term based Security Guards and Security Supervisors. It is submitted that these term based employees were earlier on contract when they raised an industrial dispute before the Industrial Tribunal, Chennai, the Hon'ble Tribunal passed an award directing the ONGC to regularise the services of these employees with effect from 14.1.1990 and presently matter is pending. It is submitted that the work is of perennial in nature and in Cauvery Asset, Karaikal and Regional office Chennai the security guards and security supervisors are directly paid and treated like a regular employee. It is further submitted that as per Supreme Court Judgments employing Contract Labour for perennial nature of job is an Unfair Labour Practice. Since these Petitioner workmen are being employed for the last 20 years continuously it is just fair that they should be made regular employees of the Respondent.

3. It is submitted that the Petitioner claimants have been working in Oil & Natural Gas Corporation Limited of Rajahmundry Asset as Security Guards and Security Supervisors, initially were engaged through G.I.W.M.S.Co-operative Society Ltd., Rajahmundry, for the period from 1988 to 1996, Ex-Servicemen Resettlement Co-ordinate and Co-operative Society Ltd., during the period from 1997 to 2003 and thereafter engaged through various Manpower Agencies/ Contractors, who supplies manpower numbering about 10 such agencies, whose names are submitted in the list enclosed as Annexure-2 to this claim statement. At the time of raising the present industrial dispute, since the contractor M/s Gurban Security Private Limited supplying manpower, the said agency was arrayed as Respondent no.2 to the present ID and the claimants for the Last 20 years. It is submitted that the list enclosed along with the reference in the ID contains the date of joining of each of the claimant in ONGC work through the respective contractors during the period of working. It is pertinent to bring to the notice of the Hon'ble Tribunal though the industrial dispute raised and admitted into conciliation before Central, the conciliation officer cum Regional Labour Commissioner(C), is regarding regularization of services of 178 contract security guards engaged through contractor M/s.Gurbani Security (P) Ltd., and even the conciliation officer submitted his failure report dt.22/09/2011, based on which the present reference was made by the Central Government, which shows that instead of contract workmen, it is mentioned as tenure based employment, which is a clerical error and however, the ONGC approached the Hon'ble High Court vide WP No.29675 of 2012 and the said WP has been disposed off vide order dated 3/12/2024, in which it has been observed that "In the considered opinion of this Court the contention of the learned counsel for the ONGC Corporation is misplaced. In so far as seeking to set aside the reference The Labour Court has ample powers to adjudicate and determine the dispute. Though the reference indicates that the workmen employed on term basis, the nature of employment, the terms and conditions of service shall be determined by the Labour Court after considering the material evidence submitted by the Corporation and the workers union." It is further submitted that in the same organization of Southern Region, Regional Office Chennai and Cauvery Asset, Karaikal the Security Guards and Security Supervisors performing the same work as Security Guards and Security Supervisors, on tenures based employment and when the workmen raised Industrial Dispute before the Industrial Tribunal Chennai. the Hon'ble Tribunal passed an award directing the ONGC to regularize the services of these employees with effect from 14.01.1990 and the said award was upheld by the Hon'ble Supreme Court vide judgement reported in AIR2015SC2210. Whereas, the Petitioner union demand was not considered by the Respondent corporation and dragged the present litigation already for more than 12 years after the date of reference. The Petitioner workmen submit that the work is of perennial in nature and in Cauvery Asset, Karaikal and Regional office Chennai the security guards and security supervisors are directly employed and paid and treated like a regular employee, whereas the corporation engaged the claimant workmen through contractors and discriminated among the similar employees in the Corporation, which is nothing but unfair labour practice and therefore also it is just and necessary to regularize the services of the claimants. Therefore, prayed to pass an award regularizing the services of Security guards and Security supervisors as permanent employees of the Respondent corporation w.e.f. 14.1.1990 or from the date of appointment of claimants.

4. Despite service of notice and sufficient opportunity accorded to the Respondent, Respondent failed to file any counter. Therefore, the case is proceeding ex-parte against the Respondent.

5. In support of the claim Petitioner workmen filed chief statement affidavit of the witness Sri R. Ramaswamy who has reiterated the averments made in the claim statement and also exhibited the following nine documents:-

Ex. WI is copy of conciliation failure report dated 22.9.2011. Ex. W2 is Reference Order dated 24.4.2012 along with list of 178 claimants for regularization of services. Ex. W3 is copy of judgement AIR 2015 SC 2210 between ONGC Ltd Vs Petroleum Coal Labour Union. Ex. W4 is copy of judgement in C Govindaraju & Ors Vs Desh Deepak Mishra. Ex. W5 is copy of common order of High Court at Amaravathi in WP No26265 & 29675 of 2012 dated 3.12.20024. Ex.W6 is List of workmen presently working numbering 111, retired numbering 29, resigned numbering 17 and died numbering 21. Ex.W7 is list of contractors with whom the workmen worked numbering 10. Ex.W8 is copies of Employees ID Cards issued by the respective Contractors to work in ONGC. Ex.W9 is copies of Wage slips issued by the respective contractors to the claimants.

6. Heard the argument of Learned Counsel for workmen and memo has also been filed on behalf of the workmen. The Learned Counsel for workmen submitted that the workmen herein are working in the Respondent organization ONGC Limited of Rajahmundry Asset as Security Guards and Security Supervisors engaged through the contractor M/s. Gurban Security Private Limited for the last 20 years and their work is of perennial in nature. But the Respondent has not absorbed these Workmen in regular employment. Further, it is submitted that earlier term based employees who were engaged at Cauvery Asset Karaikal raised industrial dispute before the Industrial Tribunal, Chennai and the Tribunal passed an award directing the ONGC to regularise the services of those employees with effect from 14.1.1990 and presently this matter is pending. Further, Workmen in support of their claim has relied upon number of decisions of Hon'ble Supreme Court and Hon'ble High Courts which are detailed as here under:-

Workman has relied upon decision of Hon'ble Supreme Court in the case of **ONGC Vs. Petroleum Coal Labour Union, (2015) 2 SCC (LS) 290 wherein,** Hon'ble Supreme Court has directed the regularization of the workman, but Hon'ble Supreme Court in its later decision in the case of **ONGC Vs Krishna Gopal** AIR online 2020 SC178, has observed as hereunder:-

> *"17. The decision of the two judge Bench in PCLU has placed a construction on the provisions of clause 2(ii) of the Certified Standing Orders which prima facie does not appear to be correct. Besides, the fact that the decision in PCLU has not noticed the earlier judgment in* Engineering Mazdoor Sangh *(supra) which pertained to ONGC"s Certified Standing Orders, we are of the considered view that the principles of law which have been expounded in PCLU would require to be revisited. The decision in PCLU holds that the workmen upon completion of 240 days" service in a period of 12 calendar months "are entitled for regularisation of their services into permanent posts of the corporation". The* Court further held *that under clause 2(ii), upon the completion of 240 days of service in a calendar year, the workmen have "acquired valid statutory right" and ought to have been "granted the status of regular employees" of the corporation on the ground that the corporation which is an instrumentality of the State under* Article 12 *cannot act arbitrarily or unreasonably. Whether the provisions of clause 2(ii) confer an absolute right to regularisation merely on the completion of 240 days of service in a calendar year is a point which needs to be reconsidered both having regard to the express language of the provision as well as the earlier decisions of this Court including that in the case of Engineering Mazdoor Sangh."*

In the case of **ONGC vs. Petroleum Coal Labour Union and others, (2015) 2SCC (LS)290**, Hon'ble Supreme Court has dismissed the appeal filed by the Petitioner ONGC, holding that the judgments and orders of both the learned single judge and division bench of the High Court in favour of the concern workmen are legal and valid. Further, Hon'ble Court held that High Court has rightly dismissed the appeal of the corporation by affirming the award passed by the Tribunal and directed to comply with the terms and conditions of the award passed by the Tribunal and regularise the services of the concerned workmen in their posts and compute the back wages, monetary benefits and other consequential monetary benefits including terminal benefits payable to the concerned workmen on the basis of the periodical revision of pay scales applicable from the date of their entitlement, namely, by regularising them in their services after their completion of 240 days of service in a calendar year in the corporation as provided under clause 2(ii) of the certified standing orders, within 8 weeks from the date of receipt of the copy of the order.

7. But in the case law cited by workmen as above, the facts about the status of workmen engaged were different from case in hand. In that case workmen were initially employed as security guards and security supervisors through contractor. However by notification dated 8.12.1996 issued by Government of India Under Section 10(1) of the Contract Labour (Abolition and Regulation) Act, 1970, abolishing contract labour for watch and ward, dusting and cleaning jobs in the corporation, the concerned workmen were employed as per the settlement arrived at between the trade union and the management of the corporation under section 18(1) of the Industrial Disputes Act, 1947 for the welfare of such erstwhile contract workmen. The services were utilised by the corporation through the contract cooperative society to meet its requirements and for the time period for which required thus dispensing with intermediary contractors. On 24.11.1982 subject to sanction by the Government of India the corporation passed a resolution by its policy decision to entrust security work to the central industrial security force (CISF) to protect their installations. The said resolution was sanctioned by the President of India on 16.12.1985 for creation of posts for security coverage of the corporation. The said decision of the corporation was challenged by the Tamil Nadu National Industrial and Commercial Employees Union by filing WP No. 9688 of 1987 and WP No. 11964 of 1987

Petroleum Industrial Casual Contract Labour Union before the High Court of Madras on the ground of breach of settlement arrived at under section 18(1) of the Act and prayed for a consequential direction to absorb the Workmen as regular employees. Thus, in the said case the Workmen had claimed regularisation on the ground of breach of term of settlement arrived at between the Petitioners and Respondent. However, in the present case of workmen there is no such settlement arrived at between the workmen and Respondent ONGC. Thus, the facts in the cited decision are distinct from case in hand hence, workmen herein do not find support from this case.

8. Further, Hon'ble Supreme Court in the case of ONGC Vs. Krishan Gopal have held that decision in ONGC vs. Petroleum Coal Labour Union case needs to be revisited in order to set the position in law which it adopts in conformity with the principles emerging from the earlier line of precedent. More specifically the areas in which PCLU needs reconsideration are:

"(i) The interpretation placed on the provisions of clause 2(ii) of the Certified Standing Orders;

(ii) The meaning and content of an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act; and

(iii) The limitations, if any, on the power of the Labour and Industrial Courts to order regularisation in the absence of sanctioned posts. The decision in PCLU would, in our view, require reconsideration in view of the above decisions of this Court and for the reasons which we have noted above."

Therefore, in view of later decision of Hon'ble Supreme Court in the case of ONGC vs. Krishan Gopal, the claim of workmen in the case in hand for regularization is not tenable.

9. Further the Learned Counsel for workman has also relied upon the decision of the Hon'ble Supreme Court in the case of **ONGC vs. The President, Oil Field Employees Association date of decision 4.2.2022, in Civil Appeal No.1033 of 2022**. In this case the workmen union, the union of the contract workmen has rest their claim on the basis of settlement dated 19.9.2016 for fixation of their pay and other allowances on par with the regular employees. Therefore, the facts of this case are distinct from present case and not applicable to the present case of workmen.

In the case of **Shripal Vs. Nagar Nigam, Ghaziabad dated 31.1.2025 passed in Civil appeal No.8157 of 2024 and 8158-8179 of 2024**, the services of the Workmen were terminated in contravention of the provision contained under section 6E &6N of UP Industrial Disputes Act, 1947. Thus, facts of this case are distinct from the present case of workmen, hence, not applicable to the case of workmen in this case. Similarly, rest of the decisions of Hon'ble Apex Court and Hon'ble High Court on which workman has placed reliance to support his submission have no application to the present case of workmen being on distinct fact and circumstance of the case and case of workmen do not find any support from it.

10. It is settled law that even if the case is proceeding ex-parte against the Respondent, the case has to be decided on its merits according to law. The perusal of record reveal that in the instant matter reference was made to the Tribunal for adjudication to the following effect:-

"Whether the demand of the union for regularization of services of 178 workmen (list enclosed) who are working on tenure based employment by the management of ONGC, Rajahmundry is legal and justified? What relief the workmen are entitled to?"

11. As per averments of the workmen made in their claim statement, these workmen are claiming regularization in the employment of Respondent on the premise that they had worked for long period in the service with the Respondent varying from 10 years to 25 years. Further, workmen had alleged that the Respondent has indulged in the unfair labour practice by continuing workmen in the services as temporary workmen. Undisputedly workmen has been working in the Respondent ONGC Limited Rajahmundry Asset as security services through the contractor M/s. Gurban Security Private Limited. The description of documents filed by workmen in support of their case is as follows. Ex.W6 filed by the workmen is the list of the workmen presently working with Respondent are 111 workmen, retired 29 workmen, resigned 17 workmen and died workmen 21. Further, Ex.W7 is the list of contractors with whom the Workmen had worked. Ex.W8 is the photocopies of the employees ID cards issued by the respective contractors to workmen for working in ONGC. Ex.W9 is the copies of their wage slips issued by the respective contractors to the claimant workmen. Thus, from the perusal of documents, it manifest that identity cards and wage slips has been issued by the contractor and workmen had worked with the ONGC through contractor and the contractor has paid their wages and also issued their identity cards. None of the documents i.e., wage slips, appointment letter, attendance register, salary voucher issued by the Respondent ONGC has been filed by the workmen in support of their claim. Thus, it is established that these workmen were not engaged/ appointed by Respondent.

12. Now, question arises whether these workmen engaged by contractor to work in Respondent corporation are liable/eligible for regularization in the employment of the Respondent organization. Undisputedly, Respondent

organization ONGC is an instrumentality of the Central Government public sector undertaking and comes within the definition of the State under the Article 12 of the Constitution of India. The recruitment of the employees in the Respondent organization is governed by statutory rules and regulations framed under the law.

In this context, the reference of the decision of Hon'ble Supreme Court in the case of **Hon'ble Supreme Court in the case of ONGC Vs Krishna Gopal** AIR online 2020 SC178 is relevant. In this case the question of regularization of the daily wage workmen in Respondent organization ONGC came into consideration and in this case Hon'ble Supreme Court have held:-

"21. The divergence between the decisions in Bijli Mazdoor Sangh and Maharashtra SRTC was sought to be reconciled in a two judge Bench decision of this Court in Hari Nandan Prasad v Employer I/R to Management of Food Corporation of India20 ("FCI")*. Justice A K Sikri, speaking for the two judge Bench held:*

> *"39. On a harmonious reading of the two judgments discussed in detail above, we are of the opinion that when there are posts available, in the absence of any unfair labour practice the Labour Court would not give direction for regularisation only because a worker has continued as daily- wage worker/ad hoc/temporary worker for number of years. Further, if there are no posts available, such a direction for regularisation would be impermissible. In the aforesaid circumstances giving of direction to regularise such a person, only on the basis of number of years put in by such a worker as daily-wager, etc. may amount to back door entry into the service which is an anathema to* Article 14 *of the Constitution. Further, such a direction would not be given when the worker (2005) 6 SCC 751 (2014) 7 SCC 190 concerned does not meet the eligibility requirement of the post in question as per the recruitment rules. However, wherever it is found that similarly situated workmen are regularised by the employer itself under some scheme or otherwise and the workmen in question who have approached the Industrial/Labour Court are on a par with them, direction of regularisation in such cases may be legally justified, otherwise, non-regularisation of the left-over workers itself would amount to invidious discrimination qua them in such cases and would be violative of* Article 14 *of the Constitution. Thus, the industrial adjudicator would be achieving the equality by upholding* Article 14*, rather than violating this constitutional provision."*
>
> *22 In FCI, the grievance of the appellants was that in terms of a scheme contained in a circular, similarly placed workmen had been regularised on the completion of 240 days" service. While dealing with the case of two workmen, it was found that one of them had been dispensed with four years prior to the date of the circular as a result of which the workman would only be entitled to monetary compensation. On the other hand, the second workman was in service on the date of the circular and completed 240 days of service within a few months. The Court held that the failure to regularise his services was discriminatory.*
>
> *23 The following propositions would emerge upon analyzing the above decisions:*
>
> *(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in* Article 14 *of the Constitution;*
>
> *(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;*
>
> *(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and*
>
> *(v) In order to constitute an unfair labour practice under* Section 2(ra) *read with Item 10 of the* Vth Schedule of the ID Act*, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen."*

Further, in the case of **Manager, R.B.I., Bangalore Vs. S. Mani & others AIR 2005 SC 2179** the Hon'ble Supreme Court have held:-

> *"In law, 240 days of continuous service by itself does not give rise to claim of permanence.* Section 25F *provides for grant of compensation if a workman is sought to be retrenched in violation of the conditions referred to therein. [See* Maharashtra State Cooperative Cotton Growers' Marketing Federation Ltd.*(supra). See also* Madhyamik Siksha Parishad, U.P. Vs. Anil Kumar Mishra and others*, etc., AIR 1994 SC 1638] In A. Umarani (supra), this Court held:*

"Regularisation, in our considered opinion, is not and cannot be the mode of recruitment by any "State" within the meaning of Article 12 *of the Constitution of India or any body or authority governed by a Statutory Act or the Rules framed thereunder. It is also now well-settled that an appointment made in violation of the mandatory provisions of the Statute and in particular ignoring the minimum educational qualification and other essential qualification would be wholly illegal. Such illegality cannot be cured by taking recourse to regularisation. (See* State of H.P. Vs. Suresh Kumar Verma and Another, *(1996) 7 SCC 562)."*

Yet again, in Executive Engineer, ZP Engg. Divn. And Another Vs. Digambara Rao and Others *[(2004) 8 SCC 262] this Court held:*

"It may not be out of place to mention that completion of 240 days of continuous service in a year may not by itself be a ground for directing an order of regularization. It is also not the case of the Respondents that they were appointed in accordance with the extant rules. No direction for regularization of their services was, therefore, could be issued."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above it is clear that the direction to grant regularisation would be impermissible merely on the basis of number of years of the service put in by the workmen in the Respondent organization.

13. Undisputedly, in the instant matter workmen had worked with the Respondent management as security guards and security supervisors and they have been engaged through contractor and wages were also paid by the concerned contractor. Therefore, there is no element of employee-employer relationship between the workmen and the Respondent management. Further, workmen has failed to plead and prove the fact that the Respondent has indulged in unfair labour practice by not filling up of permanent posts even though such posts are available and the workmen continued to work temporary or as daily wage employees. The workmen failed to produce any iota of evidence on record that permanent posts of security guards and supervisors are lying vacant in the Respondent management and workmen herein has been working against these sanctioned posts. Thus, the claim of workmen for their regularization in the service of Respondent merely on the basis of number of years they have put service in the Respondent organization is not acceptable in view of law laid down by the Hon'ble Apex Court in the case of ONGC Vs. Krishan Gopal case.

14. Therefore, in view of the fore gone discussion and principle laid down by the Hon'ble Apex Court in the case of **ONGC vs Krishan Gopal,** Court is of considered view that the claim of the workmen in the instant case for regularization in the service of Respondent is untenable hence, not maintainable. Thus, the workmen are not entitled for regularisation in the service of the Respondent.

AWARD

The demand of union for regularization of services of 178 workmen (list enclosed) who are working on tenure based employment by the management of ONGC, Rajahmundry is not legal and justified and they are not entitled for regularization in the service. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 8th day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri R. Ramaswamy	MW1: NIL

Documents marked for the Petitioner

Ex.W1:	**Photostat copy of failure report dt. 22.9.2011**
Ex.W2:	**Photostat copy of reference order dt.24.4.2012 along with list of 178 claimants**
Ex.W3:	**Photostat copy of citation AIR 2015 SC 2210 ONGC Ltd Vs. Petroleum Coal Labour Union**
Ex.W4:	Photostat copy of another citation b/w C. Govindaraju & ors. Vs. Desh Deepak Mishra
Ex.W5:	**Photostat copy of order passed in WP No.26265 & 29675 of 2012**
Ex.W6:	**Photostat copy of List of workmen, working, retired, died, resigned**
Ex.W7:	**Photostat copy of list of contractors**

Ex.W8: Photostat copy of employees ID cards

Ex.W9: Photostat copy of wage slips of claimants

Documents marked for the Respondent

NIL

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1415.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, हैदराबाद के पंचाट **(पहचान संख्या 23/2016)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **23/07/2025** को प्राप्त हुआ था।

[सं. एल- 22013/01/2025-आई.आर(सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 24th July, 2025

S.O. 1415.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 23/2016*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **23*/07/2025***.

[No. L-22013/01/2025 – IR (CM-II)]

MANIKANDAN. N**,** Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 30th day of June, 2025

INDUSTRIAL DISPUTE L.C.No. 23/2016

Between:

Sri Md. Chand Pasha,

S/o Ali Saheb,

CHP-SRP, Srirampur Area. ..….Petitioner

AND

Director (PA & W),

The Singareni Collieries Company Ltd.,

Kothagudem,

Dist: Khammam- 507101. …. Respondent

Appearances:

For the Petitioner : M/s. V.R. Balachary & K. Prakasham, Advocates

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

Sri Md. Chand Pasha who worked as Conveyor Operator (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries

Company Ltd., seeking for declaring the proceeding dated 25.7.2015 issued by Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. **The averments made in the petition in brief are as follows**:

The Petitioner submits that he was appointed as Badli Worker in the company on 16.1.1987. There after he was posted to several posts as per the standing order of the company and he worked as conveyor operator (Surface) from 1.9.2012. He was working satisfactorily without any complaint of his supervisors with a clean record. It is submitted that the Respondent issued a Charge sheet against the Petitioner on dated 1.12.2013 and the alleged irregularities stated to be committed by the Petitioner by invoking standing orders of the company basing on no evidence, and it does not reveal that who has reported the matter that the Petitioner with a malafiede intention shown less weighments of Coal in the Railway wagons with ulterior motive. It is submitted that on what basis Respondent launched a disciplinary proceedings against the Petitioner, first of all on 1.9.2013 the employee was in third shift, Sri Augustine was in- charge and he is solely responsible for third shift total activities till handing over the complete weighment statement to the Railway authorities. In this regard there is no dispute, but alleging false allegations against the Petitioner basing on no evidence, that the Petitioner has tampered the records, is false and incorrect. It is admitted fact that Sri Augustine was on duty of weighment of Coal and loading in the wagons. Wherein the Petitioner is no way concerned with the duties and Mr.Augustine is solely responsible person that weighing and loading of the Coal and also printing of the weighment statement. But the Respondent unnecessarily made the Petitioner as victim duly alleged charges, that Petitioner has committed theft, fraud or dishonesty and tampering of records which is nothing but mischievous intention to bring the Petitioner under alleged guilty who is no way concerned and responsible for the duties of Mr. Augustine. Further it is submitted that the allegation made against the Petitioner after lapse of 2 years basing on the Eenadu News paper in (local edition). It is not out of turn to mention here that the news of the local paper is not authentic and there is no evidence who has given the report, it is silent. Enquiry means fact finding process and the duty of the enquiry officer to summon and lead evidence and record the statement. but there is no such process, and more over without any evidence, basing on the imaginary charges levied against the Petitioner, was illegal and void. The Respondent without exercising his mind, the finding of the Enquiry Officer which amounts to victimization under unfair labour practice and when there is no evidence in support of alleged charges is illegal and invalid. A mere allegation does not constitute to misconduct unless it is proved in support of direct evidence. Thus the order of removal passed b tie Respondent is illegal and out of his jurisdiction. More over, the Petitioner served the management for a period of 28 years with unblemished record, and the Petitioner's present age is about 48 years and he is going to attain superannuation within 10 years. Further the Petitioner submits that against the order of removal the Petitioner preferred an appeal as per the standing orders of the company but the Appellate Authority ignoring the facts upheld the order of removal which is miserable on the part of appellant and also the Petitioner issued legal notice but it was in vain. Therefore, it is prayed to hold order of removal dated 25.7.2015 which is illegal and invalid and set aside the same and direct the Respondent to reinstate the Petitioner with continuity of service with all attendant benefits including full back wages.

3. **The Respondents filed counter denying the averments made in the petition, with the averments in brief which runs as follows**:

It is submitted that the Petitioner was initially appointed as Badli Worker on 16.11.1987 and subsequently promoted as Conveyor Operator and was working in Coal Handling Plant at Srirampur Area of the Respondent Company. It is submitted that the Petitioner had discharged his duty on 11.09.2013 in the 1st shift. In the 2nd Shift about 21.00 Hrs. Sri Ch.Durgaiah who was on duty started loading of wagons at the rate of 68 Tons/Wagon for the rake ID No.030913231609 and completed 37 Wagons and balance 22 wagons left to 3rd shift for loading. When Sri Y. Augustin, Conveyor Operator who was on duty in 3rd shift was loading the above wagons at the rate 68 T/wagon, the Petitioner entered into the Engine on Loading (EOL) cabin unauthorizedly while loading and immediately after completion of rake loading by Sri Augustin, the Petitioner has tampered wagon wise loaded data of the EOL system and changed loaded quantity as 65 T/wagon against the actual loaded quantity of 68 T/wagon approximately. Further, the Petitioner deliberately taken print Memo unauthorizedly with reduced total quantity of 3860.12 Tons against actual quantity of 4037.12 Tons (approximately). This act of the Petitioner resulted 177 Tons of coal delivered without accountability to M/s. Victoria Marketing Private Limited, Nagpur, which costs approximately to Rs.6,02,720.00. Thereupon the Petitioner was issued Suspension-cum-Pending Enquiry letter No.SRPCSP/202013/1878, Dated 18.12.2013, and suspended from duty with effect from 19.12.2013 and directed to submit his explanation within 4 days of receipt of the Suspension Cum-Pending Enquiry letter. The Petitioner had submitted his explanation, and his explanation was examined and found to be not satisfactory, hence an enquiry was ordered. The Enquiry Notice No.SRP/CSP/20/2014/158, dated 24.01.2014 was issued to the Petitioner to appear for the enquiry and advised to bring all his witnesses and documents if any, at the time of enquiry, to defend his case. It is submitted that the Petitioner was suspended for the period from 19.12.2013 to 03.03.2014 and was paid subsistence allowance of Rs.47,494.68 as per procedure. It is submitted that the Enquiry was conducted on different dates adhering to the Principles of Natural Justice. The Petitioner attended and fully participated in the Enquiry and he

was given full and fair opportunity to defend his case. Before commencing the Enquiry proceedings, the Enquiry Officer had explained the enquiry procedure. The Petitioner having understood the procedure and at his free will took part in the Enquiry proceedings. The Enquiry Officer had offered the opportunity of availing the services of Defense Assistant but the Petitioner informed that he did not require any defense assistant and he could face enquiry proceedings alone. The Presenting Officer and the management witnesses deposed their evidence in the presence of the Petitioner which was duly recorded by the Enquiry Officer and explained to the Charge sheeted workman in Telugu. Further, the documentary evidence was produced by the management in the presence of the Petitioner to substantiate the charge levelled against the Petitioner in the enquiry and explained in Telugu by the Enquiry Officer. The Enquiry Officer on the basis of evidence adduced in the Enquiry and after appreciating all the recorded evidence, submitted his report in which the Petitioner was held to be guilty of the charges levelled against him under Company's Standing Order No.25.1. 25.14, 25.23. It is submitted that the Petitioner was supplied a copy of the Enquiry report and Proceedings vide letter No.SRP/CSP/WS-20/2015/1207 dated 15.07.2015 wherein he was advised to submit his explanation within 7 days of receipt of the letter. The Petitioner acknowledged receipt of the letter dated 15.07.2015 along with its enclosures and made a representation dated 20.7.2015 against the findings of the Enquiry Officer. It is submitted that the Disciplinary Authority after going through the entire Enquiry proceedings, explanation letter dated 20.7.2015 of the Petitioner and after evaluating all the evidence on record concurred with the findings of the Enquiry Officer. Since the charges framed and proved in the enquiry were grave and serious in nature warranting punishment of dismissal and as there was no extenuating circumstance to take a lenient view, imposed the penalty of dismissal effect from 27.07.2015 vide Office Order No.SRP/PER/13.008/3186, dated 25.07.2015. It is submitted that since the Petitioner was dismissed from services on fraudulent activity, as a matter of Policy of the Respondent Company, the Petitioner was not paid (Performance Linked Reward Scheme) Bonus and share in profits for the year 2014-15. Further., it is submitted that the Petitioner is due to the Respondent Company an amount of Rs.4,500/- towards medical charges and Rs.33,893/- towards loan taken by him from Kanaka Durga Credit Society, Coal Screening Plant, Srirampur. The allegations that there is no basis and proof and the enquiry officer did not summon and lead evidence and records the statements and there is no such process and more over without any evidence and on the imaginary charges levied against the Petitioner and the Respondent without exercising his mind conquering the findings of the enquiry officer and there is no evidence in support of alleged charges are not true and correct, hence denied and the Petitioner is put to strict proof of the same. In fact as stated above, the enquiry officer conducted enquiry proceedings, recorded statements of witnesses and the Petitioner participated in the enquiry proceedings and also cross examined the witnesses and the disciplinary authority after evaluating all the evidence on record concurred with the findings of the Enquiry Officer. Since the charges framed and proved in the enquiry were grave and serious in nature warranting punishment of dismissal and as there was no extenuating circumstances to take a lenient view. imposed the penalty of dismissal. Therefore, it is prayed to dismiss the claim petition as devoid of merits.

4. Heard the argument of Learned Counsel for either parties. Parties have also filed written arguments.

5. **On the basis of rival pleadings of both parties and arguments advanced, the following points emerge for determination:**

I. Whether the departmental enquiry held against the Petitioner Workman he is legal and valid?

II. Whether the action of Respondent management in terminating the services of the Petitioner Sri Md. Chand Pasha vide order dated 25.7.2015 is legal and justified?

III. To what relief if any the Petitioner entitled for?

Findings:-

6. **Issue No.I**:- The legality and validity of domestic enquiry has been held legal and valid vide order dated 4.1.2024.

Thus, Issue No.I is answered accordingly.

7. **Issue No.II**: - The perusal of record delineates that in the present case Petitioner was been issued with chargesheet dated 1.12.2013 with the allegation of irregularities committed by him by invoking standing orders of the company. Petitioner submitted that the Departmental enquiry was conducted in gross violation of principles of natural justice and termination order dated 25.7.2015 passed by Disciplinary Authority is illegal and invalid and liable to be set aside. Further, Petitioner alleged that there is no complaint or evidence against the Petitioner and charge has been framed on the basis of here-say evidence. Further, it is alleged that the Petitioner is no way concerned with the alleged illegality or irregularities of the 3rd shift in the Respondent company as Sri Augustine was in-charge of the 3rd shift and he was responsible for irregularities/ theft in 3rd shift.

8. Per contra, Respondent has submitted that Petitioner was working as badli worker from 16.11.1987 in the Respondent company and was subsequently promoted as conveyor operator and was working in Coal Handling Plant at Srirampur Area of the Respondent company. Further, Respondent contended that Petitioner was issued with chargesheet for committing misconduct under the Company's Standing Order No.25.1, 25.14 and 25.23 and he was issued suspension cum pending enquiry letter dated 18.12.13. Further, it is contended that enquiry was conducted against CSE workman on different dates adhering to the principles of natural justice and he attended and fully

participated in the inquiry. CSE workman was given full and fair opportunity of hearing to defend his case. Respondent contended that before commencing enquiry, Enquiry Officer had explained the procedure and workman having understood the procedure at his free will took part in the enquiry proceeding. Enquiry officer has offered the opportunity of availing the services of the defence assistant but Petitioner refused. Further, Respondent contended that Presenting Officer and the management witnesses deposed their evidence in the presence of the CSE workman which was duly recorded by the Enquiry Officer and explained to the CSE in Telugu. Further, documentary evidence was produced by the management before enquiry in the presence of the workman in the enquiry and it was explained in Telugu to workman by the Enquiry Officer. The Enquiry Officer on the basis of appreciation of evidence adduced and recorded in the enquiry submitted his reasoned report in which the CSE workman was held guilty of the charges levelled against him under Company's Standing Order No.25.1, 25.14 and 25.23. Further, Respondent submitted that the workman was supplied with a copy of enquiry report and proceedings vide letter dated 15.7.2015 wherein he was advised to submit his representation if any against the findings of the enquiry officer within 7 days of receipt of the letter. The workman acknowledged receipt of the same along with its enclosures and submitted a representation dated 20.7.2015 against the findings of the Enquiry Officer. Further. it is submitted that Disciplinary Authority after going through the entire enquiry proceedings, explanation letter dated 20.7.2015 of the workman and after evaluating all the evidence on record concurred with the findings of the Enquiry Officer. Since the charges framed and proved in the enquiry against Petitioner were of grave and serious in nature, warranting punishment of dismissal and as there was no extenuating circumstances to take a lenient view the Disciplinary Authority imposed with the penalty of dismissal to the CSE workman with effect from 27.7.2015 vide order dated 25.7.2015. Further, Respondent it is submitted that the claim petition filed by the Petitioner is devoid of merit and liable to be dismissed.

9. In view of submissions made by either parties perused the record of enquiry proceeding. The record of enquiry goes to reveal that the Respondent issued chargesheet dated 3.12.2013 to the CSE Sri Md. Chand Pasha with the allegation of misconduct committed by him under Company's Standing Order No.25.1. 25.14 and 25.23, which reads as hereunder:

"On 11.09.2013 you have discharged your duty in Ist shift. In Second Shift at about 21.00 Hrs Sri CH.Durgaiah who was on duty started loading of wagons at the rate of 68TWagon for rake ID:030913231609 and completed 37 wagons and balance 22 wagons left to IIIrd shift for loading.

When Sri.YAugustin, Conveyor Operator who was on duty in IIIrd Shift was loading the above wagons at the rale of 68Twagon, you have entered into the EOL Cabin unauthorizedly while loading and Immediately after completion of rake loading by Sri Agustin, you have tampered wagon wise loaded data of the EOL system and changed loaded quantity as 65Twagon against the actual loaded quantity of 68Twagon approximately.

Further you have deliberately taken delivery print Memo unauthorisedly with reduced total quantity of 3860.T2 Tons against actual total quantity of 4037.12 Tons (approximately).

Due to your above act, 177 Tons of coal has been delivered without accountability. to M/s.Victoria Marketing Private Limited, Nagpur, which costs approximately to the tune of Rs.6,02,720.00.

Thus, you have misappropriated the said quantity of company's coal with mollified interest.

The above act of your's is amounts to misconduct under Company's Standing Orders Nos. - 25.1, 25.14 & 25.23, which reads as hereunder:

25.1- Theft, fraud or dishonesty in connection with the employer's business or property.

25.14 -Tampering with the company's records with ulterior motives.

25.23- Any willful and deliberate act which is subversive of discipline or which may be detrimental to the interest of the company.

As the charges leveled against you are grave in nature you are hereby suspended with effect from 19.12.2013, pending enquiry."

During the course of enquiry Respondent management examined the witness in support of charge Sri B. Haraprasad DGM(IT), Srirampur and filed documents in evidence, the details of these documents as exhibited by the witness during enquiry are as follows:

1. Charge Sheet No. SRP/CSP/20/2013/NS78. Dt: 18.12.2013 & marked as Exhibit No. ME-I

2. Written explanation to the charge sheet of Sri. Md Chand Pasha, Dt : 20.12.2013 & marked as Exhibit No.ME-II

3. Notice of Enquiry Lr. No. SRP/CSP/20/2014/158, Dt: 24.01.2014 & marked as Exhibit No. ME-III

4. A copy of Office Memo appointing Sri. B.Hara Prasad as a presenting Officer vide L No. SRPPER13-002 6870, Dt :30.12.2013 by GM/SRP, & marked as Ex. No. ME-IV

5. Loading statement of Rake No. 030913231609, Dt:11.09.13, which was signed and issued by Sri. Y.Augustine, Conveyor Operator. & marked as Exhibit No. ME-V (2 Pages)

6. Individual wagon wise details of the rake. & marked as Exhibit No. ME.VI (2 Pages)

7. News Paper clippings appeared in Eenadu on 30.10.2013. & marked as Exhibit No. ME-VII"

Further,management examined witness Sri Choppadandi Durgaiah, Conveyor Operator, in support of charge and this witness has also given evidence supporting the allegation made in chargesheet issued against the CSE. Enquiry Officer accorded opportunity to cross examine witness MW1, but CSE refused to cross examine. Further, the statement of witness Sri E Ramesh, Assistant Points Man, South Central Railway, Mancherial was recorded. This witness has stated that on 11.9.2013 in the night duty at RKP 2 Railway Siding Srirampur (CHP, SRP) the loading of coal into the wagons of Rakes was commenced at about 9:00 PM for supply to M/s. Victoria Marketing Private Limited, Nagpur and at about 23.15 hrs on that day 37 wagons/boxes of Rakes were filled in with coal and that was completed by Sri Ch. Durgaiah, Conveyor Operator (CHP, SRP). Further, witness states that it was the shift changing time from 10:30 PM to 12 midnight. In 3rd shift, RKP 2 Railway Siding (CHP, SRP) Sri Y. Augustine has arrived/posted as conveyor operator for loading the empties in place of Sri Ch. Durgaiah who left the spot after his shift ending at 11:30 PM. Again the loading was commenced at 00.10 am on l2.9.2013 and 4 wagons were loaded with coal and while loading 5th wagon the hydraulic doors of chute were dropped /stopped at about 00.30 am then the 3rd shift conveyor operator Sri Y. Augustine had come down from the operating room/cabin which was situated at a height of about 15 feet for releasing the air. In the meanwhile Sri Md. Chand Pasha, Conveyor Operator arrived and sit in front of the computer where Sri Y. Augustine was supposed to operate it. By the time Sri Y. Augustine had returned back to the place of his seat where Sri Md. Chand Pasha was sitting and operating the computer. Then Sri Augustine again switched on the hydraulic doors of chute. After switching on, the loading was started at about 00.40 /00.45 AM. Further, witness states that after completion of loading in the remaining 22 wagons by around 2:00 AM on 12.9.2013, the loading statement /sheet was generated by Sri Md.Chand Pasha and after its generation Sri Y.Augustine had signed thereon and handed over to him in triplicate for Station Master, Mancherial one copy, Guard one copy and another copy to Loco Pilot. By the time the loading statements were handed over to him, Sri Md. Chand Pasha was sitting in front of the computer and operating it. Thus, this witness has categorically stated that Sri Md. Pasha was sitting at the computer and he has generated the loading statement sheet on computer. This witness was also cross examined. This witness has also exhibited Ex.M8. Further, this witness in his further examination has stated that Sri Md. Chand Pasha over phone on 1.11.2013 at about in between 7:00 PM to 8:00 PM intimidated through his cell number 7799634296 to Sri B. Ramesh's cell number 9949357066 that he would crash him if he happened to come to CHP. This witness was cross examined by the CSE but nothing has been elicited to discredit the testimony of the witness. In cross examination this witness has categorically stated that the CSE threatened him on his cell phone that if the witness come to Railway Siding/CHP, he will be crushed by the CSE. Thus, from the statement of this witness it is established that CSE was present at the work place where Sri Y. Augustine conveyor Operators doing his work while CSE was not on duty at that time and he remained in cabin in odd hours of the night without any reasonable excuse and explanation. Thus, the evidence of the witness indicate that CSE has committed misconduct as alleged in the charge sheet.

10. Further, the Respondent has examined witness Sri Y.Augustine, Conveyor operator CHP, SRP in the enquiry and witness has categorically stated that on 11.9.2013 he had booked IN muster in 3rd shift to work from 11:30 PM to 7:30 AM of succeeding day and left for EOL (Engine On Loading) Cabin for wagon loading as conveyor operator and he noticed that in second shift out of 59 wagons /boxes of the rake allocated to M/s. Victoria Marketing Private Limited, Nagpur, 37 boxes (@68T/ per box loading was completed by the operator Sri Ch. Durgaiah, and 22 boxes were left for loading in his shift (@ 68T/ per box. Further. witness states that he had started loading at 00.10 an @68T/ per box after verifying the weighment report book. After completion of 4 (four) boxes loading while loading the 5th box the hydraulic pump got tripped and loading was interrupted. Then he went to bottom room of pre-weigh Bin in which the hydraulic pump was located and removed the air from hydraulic pump. Later he went to lavatory and returned to hydraulic pump room and reset the hydraulic pump, then went through EOL cabin for completion of wagon loading. Further, witness states that he noticed that during the above time i.e., from his starting to return to EOL cabin Sri Md. Chand Pasha, conveyor operator had come to EOL cabin and sat before the computer system. Further, witness states that he had completed the balance boxes loading @68 T/per box at about 2:00 AM of 12.9.2013 i.e., in the 3rd shift of 11.9.2013. After completion of loading Sri Md. Chand Pasha, Conveyor Operator of B-relay and who worked in first shift of the day had taken over the prints of advice note and weighment sheets of the loaded rake from computer and thereafter Witness had signed on the above documents without verifying the same on the belief of Sri Md.Pasha, as he was his colleague and working in the same place. Further, witness states that in the hurry of handing over the loading documents within 5 hours of loading time allocated by the Railways, to avoid demurrage charges, he had signed the documents without verification. Then he handed over the three copies of weighment sheets to Sri B. Ramesh, Points Man, SC Railway, Mancherial and 4 copies of weighment sheets, 2 copies of advice notes of the loaded rake to their manway clerk to handover the same to the Railway Siding Clerk for Railway Receipt preparation.

11. Further, this witness states that on 1.11.2013 at about 8:30 PM at the bus shelter beside, in Krishna colony,

Thallapally Gram Panchayat, three unknown persons had approached the witness during that night while he was coming back from Area Hospital and threatened him not to disclose the name of Sri Md. Chand Pasha, Conveyor operator, CHP Srirampur to anybody/organization in particular in the enquiry and also asked him to tell the name and address of person who had given the information on 30.10.2013 to the press reporter of the Telugu daily namely, Eenadu, which published in the supplement of Eenadu, and also further intimidated him not to disclose the name of Sri Md. Chand Pasha to anybody in future. Further, witness states that said three persons/ social anti-elements had gone into the bushes not to expose their faces/identity. While going into the bushes they threatened that in case he discloses the name of Sri Md. Chand Pasha, Conveyor Operator CHP, Srirampur he would be killed. This witness was cross examined by the CSE at length but nothing has been elicited to discredit the testimony of the witness. Thus, from the statement of this witness it is established that CSE Sri Chand Pasha was present in the EOL cabin at odd hours whereas he has already completed his duty in first shift and he has opportunity and occasion to forge the weighment statement by feeding wrong weight in the computer then CSE by manipulating figures in the statement loaded in computer at that time, has committed misconduct as alleged in the charge sheet. The statement of the witness is very much corroborated by evidence of witness Sri B. Ramesh.

12. Further, Respondent has examined witness Sri A. Naga Brahma Chary, Jr. Mining Officer and he has supported the allegations made against the CSE. Thus, after closing the witness evidence, the statement of CSE was recorded during the course of inquiry and Sri Chand Pasha has stated that on 11.9.2013 he came on duty in the first shift and before coming to the duty he dropped his wife Rehana at Railway Station, Ravindrakhani. Further, CSE states that he worked upto 3:30 PM on 11.9.2013 at CHP, SRP. After that he spent more than one and half hour time in and around the CHP premises by eating some eatables. After thinking for some time he requested a passer by to give lift upto Mancherial on his two Wheeler for which the passer by agreed and gave lift up to flyover / over bridge of Mancherial where he had eaten two samosa and moved here and there in the Railway Station Mancherial. From there he went to a restaurant bar known as Indu bar where he had taken some drinks and discussed the personal issues with each other. Further, after completion of his drinks he came to Bellampalli chowrasta where he and other person who met in the restaurant dispersed each other. Further, CSE states that when he came back to CHP on feet and crossed the flyover/over bridge and waited at a corner of Doragaripalle village/ town for a conveyance either auto or any other transportation. In the meantime a passer by going to Gudipalle had given him lift up to EOL cabin of CHP, SRP and he went crossing EOL cabin towards SRP main road.

13. Further, CSE states that while he was going to his two Wheeler Sri Y. Augustine was standing near the steps of EOL cabin. They both mutually seen each other. Then Sri Augustine questioned him from where he was coming during that odd hours. He replied that since his family was not there at home he went to a restaurant at Mancherial where he enjoyed with the drinks and came back to take his two Wheeler which was kept at CHP. He further asked Sri Augustine that he was thirsty. Immediately he suggested him to come up to EOL cabin upstairs and take him to EOL cabin by catching his hand and asked him to sit in the lounge chair in front of computer and he gave water to him.

14. Thus, from the statement of the Respondent management witnesses and the statement of CSE it is established beyond doubt that the Sri Md. Chand Pasha was very much present during the 3rd shift along with Sri Augustine in EOL cabin while he was not on duty at that time and he was sitting in front of the computer. Further, it is established that he has also entered the details of loading coal in the loading sheet on computer and took out the print of said statement, as alleged in the chargesheet, that he has feeded the details of the loads. Thus, from the record of enquiry proceeding it manifests that there is ample evidence on record against the CSE Petitioner in support of the charge levelled against him. Thus, the plea of Petitioner that there is no evidence against him in the present matter is not tenable. As regards, sufficiency of the evidence in the departmental proceeding in support of the charges levelled against CSE, Hon'ble Supreme Court in catena of its decision has laid down the principle that the principle rule of evidence under the Indian Evidence Act, is not strictly applicable to the departmental proceeding. The evidence which is probative value of reasonable nexus the credibility, can be placed reliance in support of the allegation. Further, Section 56 of Indian Evidence Act provided that admitted facts need not be proved.

In this context, few decisions of Hon'ble Supreme Court of India are relevant as being referred hereunder:

In the case of State of Rajasthan Vs. Heem Singh, Civil Appeal No.3340/2020, dated 29.10.2001 Hon'ble Apex Court have held:-

> *"To determine whether the finding in a disciplinary Enquiry is based on some evidence an initial or threshold level of scrutiny is undertaken. That is to satisfy the conscience of the court that there is some evidence to support the charge of misconduct and to guard against perversity. But this does not allow the court to re-appreciate evidentiary findings in a disciplinary Enquiry or to substitute a view which appears to the judge to be more appropriate. To do so would offend the first principle which has been outlined above. The ultimate guide is the exercise of robust common sense without which the judges' craft is in vain."*

Further, in case of State of Haryana Vs. Rattan Singh, 1977 SCC 491, the Hon'ble Apex Court have held:-

> *"4. It is well settled that in a domestic Enquiry the strict and sophisticated rules of evidence under the Indian*

Evidence Act may not apply. All materials which are logically probative for a prudent mind are permissible. There is no allergy to hearsay evidence provided it has reasonable nexus and credibility." Further, it is held, "The simple point is, was there some evidence or was there no evidence not in the sense of the technical rules governing regular court proceedings but in a fair common-sense way as men of understanding and wordly wisdom will accept. Viewed in this way, sufficiency of evidence in proof of the finding by a domestic tribunal is beyond scrutiny. Absence of any evidence in support of a ending is certainty available for the court to look into because it amounts to an error of law apparent on the record. "

In the case of B.C. Chaturvedi Vs. Union of India & Ors.3, again a Three Judge Bench of this Court has held:-

"that power of judicial review is not an appeal from a decision but a review of the manner in which the decision is made. Power of judicial review is meant to ensure that the individual receives fair treatment and not to ensure that the conclusion which the authority reaches is necessarily correct in the eyes of the court. The Court/Tribunal in its power of judicial review does not act as an appellate authority to reappreciate the evidence and to arrive at its own independent findings on the evidence. It was held as under:

"12. Judicial review is not an appeal from a decision but a review of the manner in which the decision is made.

Power of judicial review is meant to ensure that the individual receives fair treatment and not to ensure that the conclusion which the authority reaches is necessarily correct in the eye of the court. When an inquiry is conducted on charges of misconduct by a public servant, the Court/Tribunal is concerned to determine whether the inquiry was held by a competent officer or whether rules of natural justice are complied with. Whether the findings or conclusions are based on some evidence, the authority entrusted with the power to hold inquiry has jurisdiction, power and authority to reach a finding of fact or conclusion. But that finding must be based on some evidence. Neither the technical rules of Evidence Act nor of proof of fact or evidence as defined therein, apply to disciplinary proceeding. When the authority accepts that evidence and conclusion receives support therefrom, the disciplinary authority is 3 (1995) 6 SCC 749 entitled to hold that the delinquent officer is guilty of the charge. The Court/Tribunal in its power of judicial review does not act as appellate authority to reappreciate the evidence and to arrive at its own independent findings on the evidence. The Court/Tribunal may interfere where the authority held the proceedings against the delinquent officer in a manner inconsistent with the rules of natural justice or in violation of statutory rules prescribing the mode of inquiry or where the conclusion or finding reached by the disciplinary authority is based on no evidence. If the conclusion or finding be such as no reasonable person would have ever reached, the Court/Tribunal may interfere with the conclusion or the finding, and mould the relief so as to make it appropriate to the facts of each case."

Therefore. in view of the law laid down by the Hon'ble Apex Court as discussed above the sufficiency of the evidence is not required in the domestic enquiry to prove the charge against the CSE and on the probative value of the evidence has to be taken into consideration in support of the charges.

15. Further in the present case, as per statement of CSE he had come to his duty in first shift on 11.9.2013 and worked up to 3:00 PM and after that he did not go to his home after duty hours and was roaming here and there nearby places of the CHP and about 10:00 PM he came back to the CHP, SRP and had gone to EOL cabin, where Sri Y. Augustine was on his duty. Further, in the EOL cabin he sat in front of the computer and has taken out the print of loading weighment statement of 3rd shift. As per his statement he sat in the EOL cabin from 11.30 PM on 11.9.2013 upto 4:30 AM on 12.9.2013 and after that he left the place on his two wheeler and went home about 5 AM. Thus, the said unnatural conduct of CSE that after completing his duty on 3.30 PM on 11.9.2013, he remained in the campus of CSE upto 4.30 AM next day on 12.9.2013 in the EOL cabin, is nothing but he was in the search of opportunity to commit forgery in the figures of weighment statement sheets of the weighment data which was feeded in the computer in EOL cabin for ulterior motive. Thus. such conduct of CSE itself suggest that he stayed there malafide intention to commit the misappropriation in the quantity of loading of the company's coal in the statement.

16. Further, the delinquent workman had filed his written reply dated 20.12.2013 in response to the chargesheet and in his explanation the CSE Workman has stated that on i1.9.2013 after completing his first shift duty at 3:30 PM, kept his vehicle at ESP weigh bridge and has gone to a function on his friend's vehicle and after attending it, at night he returned to ESP. Further, he states that when he was taking his vehicle Sri Augustine, Operator was present there and he asked him (Augustine) for some water and he went to upstairs and drank some water and sat for 15 minutes. As Augustine was doing loading, he told him (Augustine) and returned to his home.

17. Thus, from the above statement of the CSE Workman made in his explanation that he stayed with Sri Augustine in EOL cabin only for 15 minutes, is contradictory from his statement recorded during the enquiry and itself it suggest that he was in the search of an opportunity to manipulate the data of weighment statement in the computer installed in EOL cabin and in 3rd shift when Sri Augustine was busy doing his duty of loading work and after completing loading work, CSE has fed the figure of 65 Tonnes in place of 68 Tonnes quantity in the computer and thereafter he generated the print thereof and handed over the same to Mr. Augustine for signature. Thus, by taking the advantage of the truth and believe of his colleague Sri Augustine, CSE committed forging in the weight statement by manipulating the weight figure of the coal loaded from 68 Tonnes to 65 Tonnes.

18. Thus, there is ample oral, documentary and circumstantial evidence indicating the guilt of the CSE Sri Chand Pasha as alleged in charge sheet and he has been held rightly guilty of committing misconduct under Company's Standing Order No.25.1, 25. 14 and 25.23 and Disciplinary Authority has rightly imposed the punishment of dismissal vide order dated 25.7.2015 with effect from 27.7.2015.

19. As regards jurisdiction of this Tribunal to interfere in the dismissal order passed by Disciplinary Authority Hon'ble Supreme Court in its catena of decisions have laid down principle that Tribunal has no jurisdiction to interfere in the decision of Disciplinary Authority unless there is perversity or illegality in the order:-

In the case of **Om Kumar vs. Union Of India 2001 (SCC) 2 386** have held:-

> *"The question of quantum of punishment in disciplinary matters is primarily for the disciplinary authority to order and the jurisdiction of the High courts under Article 226 of the Constitution or of the Administrative Tribunals is limited and is confined to the applicability of one or other of the well known principles known as "Wednesbury principles". Further, it is held in the Wednesbury case, (1948)1 KB 223 it was said when a statute gave discretion to an administrator to take a decision, the scope of judicial review would remain limited. Lord Greene further said that interference was not permissible unless one or the other of the following conditions was satisfied namely, 1) the order was contrary law, or 2) relevant factors were not considered, or 3) irrelevant factors were considered, or 4) the decision was one which no reasonable person could have taken."*

Further in the case of **BC Chaturvedi vs. Union of India 1995(6) SCC 749** in paragraph 18 Supreme Court have held:-

> *"18. A review of the above legal position would establish that the disciplinary authority, and on appeal the appellate authority, being fact-finding authorities have exclusive power to consider the evidence with a view to maintain discipline. They are invested with the discretion to impose appropriate punishment keeping in view the magnitude or gravity of the misconduct. The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mould the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, impose appropriate punishment with cogent reasons in support thereof."*

Further, in the case of **General Secretary, South Indian Cashew Factory Workers Union vs Kerala State Cashew Development, 2006 LLR page 657** Hon'ble Supreme Court have held that if the enquiry is fair and proper and in the absence of any allegation of victimization, the Labour Court had no jurisdiction to interfere in the order of punishment.

Further, reference of the case of the **United Bank of India vs. Bachan Prasad Lal Civil Appeal No. 2949 of 2011 date of decision 11.2.2022**, is relevant in this context. The facts of the case are that workman CSE was the bank employee and he fraudulently prepared 9 credit transfer vouchers on various dates on the pretext of payment of interest towards fixed deposits and crediting the whole amount to one saving account opened in the name of one Smt.Asha Devi (admittedly the fake account prepared by Respondent employee). In order to adjust the said amount he manipulated the other book records of the bank using forged signatures. After such nature of allegations stood proved, the disciplinary authority after taking into consideration the record of inquiry and the post held by the Respondent employee, imposed the punishment to employee with the penalty of dismissal from service. In that case Hon'ble Supreme Court have held:

> *"11. In our considered view, looking into seriousness of the nature of allegations levelled against the Respondent employee, the punishment of dismissal inflicted upon him in no manner could be said to be shockingly disproportionate which would have required to be interfered with by the Tribunal in exercise of its power under Section 11A of the Act l947. At the same time, merely because the employee stood superannuated in the meanwhile, will not absolve him from the misconduct which he had committed in discharge of his duties and looking into the nature of misconduct which he had committed, he was not entitled for any indulgence. The Bank employee always holds the position of trust where honesty and integrity are the sine qua non but it would never be advisable to deal with such matters leniently.*

12. Consequently, the appeal succeeds and is allowed. The interference made by the Tribunal and the High Court in the impugned judgment is hereby set aside. No costs.

Therefore, in view of the fore gone discussion and law laid down by Hon'ble Apex Court as discussed above, I am of the considered view that the Disciplinary Authority has rightly imposed the punishment of dismissal to the Petitioner. There is no ground to interfere in the order of dismissal passed by Disciplinary Authority.

This issue is decided against the Petitioner and in favour the Respondent.

20. **Issue No.III**:- In view of the fore gone discussion and finding arrived at Issue Nos. I and II, the Petitioner is not entitled for any relief and present petition sans merit, liable to be dismissed.

This issue is answered accordingly.

AWARD

In view of the fore gone discussion, the action of the Respondent in terminating the services of the Petitioner Sri Md. Chand Pasha is held legal and justified. Hence, the Petitioner is not entitled to any relief as prayed for. Therefore. the petition is dismissed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 30th day of June, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1416.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, हैदराबाद के पंचाट (पहचान **संख्या 6/2025)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **23/07/2025** को प्राप्त हुआ था।

[सं. एल-22013/01/2025-आई.आर(सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 24th July, 2025

S.O. 1416.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 6/2025*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on 23***/07/2025***.

[No. L-22013/01/2025 – IR (CM-II)]

MANIKANDAN. N**,** Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 2nd day of July, 2025

INDUSTRIAL DISPUTE No. 6/2025

Between:

Sri Kodipally Rajaiah,
Flat No. C-007, India Bulls Centrum,
Near Indira Park, Lower Tank Bund,
Hyderabad-500027.

……Petitioner

AND

The General Manager,
M/s Singareni Collieries Co. Ltd.,
Mandamarri Area, GM Office,
Mandamarri, Mancherial-504231. **…..Respondent**

Appearances:

For the Petitioner : None

For the Respondent: Shri Y. Ranjeeth Reddy, advocate

AWARD

The Government of India, Ministry of Labour by its Order no. 1/9/2024-B1 dated 06.01.2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Singareni Collieries Co. Ltd., and their workmen. The reference is,

SCHEDULE

"Whether the action of management of Singareni Collieries Co. Ltd., (SCCL) Mandamarri Area in terminating the services of Sri Kodipally Rajaih is legal and justified? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No 6/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 2nd day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1417.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों। और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, हैदराबाद के पंचाट (पहचान **संख्या 51/2022)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **23/07/2025** को प्राप्त हुआ था।

[सं. **एल-** 22012/34/2022-आई.आर(सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 24th July, 2025

S.O. 1417.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 51/2022***)* of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **23*/07/2025.***

[No. L-22012/34/2022 – IR (CM-II)]

MANIKANDAN. N**,** Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 24th day of June, 2025

INDUSTRIAL DISPUTE No. 51/2022

Between:

The Singareni Miners &
Engg. Workers Union
(HMS), C-34, Sector-I,
Gadavarikhani,
Peddapally-505209.

.....Petitioner

AND

The General Manager,
M/s Singareni Collieries Co. Ltd.,
Ramagundam-I Area,
Peddapally-505215. **Respondent**

Appearances:

For the Petitioner : K. Vasudeva Reddy, advocate

For the Respondent: Y. Ranjeeth Reddy, advocate

AWARD

The Government of India, Ministry of Labour by its No. L-22012/34/2022-IR (CM-II) dated 26.04.2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

"Whether the action of the General Manager, M/s Singareni Collieries Co. Ltd., Ramagundam-I Area in terminating the services of Sri V. Aggi Mallaiah Ex- Badili Coal Filler, Ramagundam-I Area with effect from 20-10-1997 is justified or not? If not, to what relief the applicant is entitled to?

The reference is numbered in this Tribunal as I.D. No 51/2022 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite sufficient opportunity. Petitioner did not filed any claim statement. It seems petitioner don't want to prosecute his case. Therefore, in the absence of claim statement by petitioner 'No-Claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 24th day of June, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

का.आ. 1418.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, हैदराबाद के पंचाट **(पहचान संख्या 63/2021)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **23/07/2025** को प्राप्त हुआ था।

[सं. **एल-** 22013/01/2025-आई.आर(सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 24th July, 2025

S.O. 1418.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 63/2021*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on 23***/07/2025.***

[No. L-22013/01/2025 – IR (CM-II)]

MANIKANDAN. N**,** Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 24th day of June, 2025

INDUSTRIAL DISPUTE No. 63/2022

Between:

Sri Mekala Lingaiah,

Ex-Coal Filler, C/o Smt A. Sarojana,

Flat No. G7, Rajeswari Gayathri Sadan,

Opp: Badruka Jr. College for Girls

Kachiguda, Hyderabad. **.....Petitioner**

AND

1. The General Manager,
   M/s. Singareni Collieries Company Ltd
   Bellampally Area, Mancherial district
   - **Respondent**

Appearances:

For the Petitioner : Shri K. Vashudeva Reddy, advocate

For the Respondent: Shri Y. Ranjeeth Reddy, advocate

AWARD

The Government of India, Ministry of Labour by its F. No.1/4/2021-B1 dated 02.09.2021 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is

SCHEDULE

"Whether the action of the General Manager, M/s Singareni Collieries Co. Ltd., Bellampally Area in terminating the services of Sri Mekala Lingaiah, Ex- Coal Filler, Bellampally with effect from 28.09.2014 is justified or not? If not, to what relief Sri Mekala Lingaiah is entitled to?"

The reference is numbered in this Tribunal as I.D. No 63/2022 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim staternent and documents. Despite sufficient

opportunity. It seems petitioner don't want to prosecute his case. Therefore, in the absence of claim statement by petitioner 'No- Claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 20th day of June, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1419.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, हैदराबाद के पंचाट (पहचान **संख्या 57/2021**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **23/07/2025** को प्राप्त हुआ था।

[सं. .एल- 22012/15/2021-आई.आर(सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 24th July, 2025

S.O. 1419.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 57/2021*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **23*/07/2025.***

[No. L-22012/01/2025 – IR (CM-II)]

MANIKANDAN. N**,** Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 24th day of June, 2025

INDUSTRIAL DISPUTE No. 57/2021

Between:

The General Secretary,

Singareni Miners & Engg. Workers Union

(HMS), Q.No. C-34, Sector-I,

Gadavarikhani-505209.

…… **Petitioner**

AND

1. The Director (P, A&W),
   M/s Singareni Collieries Co. Ltd.,
   Corporate Office, Kothagudem,

Khammam-507101.

2. The Chief General Manager,
M/s Singareni Collieries Co. Ltd.,
Manuguru, Khamma-507117.

3. The Chairman & Managing Director,
M/s Singareni Collieries Co. Ltd.,
Red Hills, P.O. Box No. 18,
Khaiathabad, Hyderabad-500001. …. **Respondent**

Appearances:

For the Petitioner : None

For the Respondent: Y. Ranjeeth Reddy, advocate

AWARD

The Government of India, Ministry of Labour by its No. L-22012/15/2021-IR (CM-II) dated 18.05.2021 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

"Whether the action of the General Manager, M/s Singareni Collieries Co. Ltd., in granting of annual increments and all others consequential benefits due for the years 2002 & 2003 of Sri E Laxminarayana, Ex-Mining Sirdar is legal and justified? If not, what relief the workman is entitled to"?

The reference is numbered in this Tribunal as I.D. No 57/2021 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite sufficient opportunity. Petitioner did not filed any claim statement. It seems petitioner don't want to prosecute his case. Therefore, in the absence of claim statement by petitioner 'No-Claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 24th day of June, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 25 जुलाई, 2025

का.आ. 1420.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एग्रामीण विकास बैंक पी. के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (4/2017) प्रकाशित करती है।

[सं. .एल- 12025/01/2025-आई.आर (बी -I)-85]

सलोनी, उप निदेशक

New Delhi, the 25th July, 2025

S.O. 1420.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 4/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of A.P. Grameena Vikas Bank and their workmen.

[No. L-12025/01/2025- IR (B-I)-85]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 16th day of July, 2025

INDUSTRIAL DISPUTE L.C.No.4/2017

Between:

Sri S. Narasimhulu,

S/o Sri Parvaiah,

R/o Regode (Village & Mandal)

Medak district.

Telengana State. ..…Petitioner

AND

1. Chairman,
   A.P. Grameena Vikas bank,
   (Sponsored by SBI)
   Head Office, H.No.2-5-8/1,
   Ramnagar, Hanamkonda,
   Warangal – 506001.
2. Regional Manager,
   APGVB,
   Regional Office –
   Sangareddy – 500 201.
3. The Branch Manager,
   APGVB,
   Regode(V & M),
   Medak District – 502 290. ….Respondents

Appearances:

For the Petitioner : Party in person

For the Respondent: M/s. V. Umadevi & N. Srinivas, Advocates

AWARD

Sri S. Narasimhulu, who worked as Casual Labour (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents A.P. Grameena Vikas Bank seeking for declaring the oral orders dated 13.11.2015 issued by Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. **The averments made in the petition in brief are as follows**:

The Respondents is a subsidiary Bank of State Bank of India for providing exclusive credit facility in rural areas of two Telugu States and the bank is called Andhra Pradesh Grameena Vikas Bank. It has over 750 Branches and engages more than 600 Temporary Part Time employees earlier and now calls them Casual Workers. After all the regular Attenders of this Bank are all promoted as Clerks / Cashiers the vacancies are operated by the Casual workers filled by the local unemployed. These employees are working for decades without regularization and are being paid less than 50% of the fresh regular employees. These casual workers by virtue of them being locals and long standing

in the bank know most of the transactions and customers by virtue of their proximity with both the customers and the officers of the Bank. This in fact helps the Bank as long as they are transparent for collections of loans, verification of crops in the fields and identification of customers etc. When the local Branch Manager does not deal in a transparent manner and desires to enter into transactions in confidentiality, the continuation of these casual workers with the knowledge about the customers becomes disadvantageous and they try to dispense with the casual workers at the earliest opportunity and employ fresh locals. More and more non-transparent the Managers are, the casual workers with seniority are generally sent home. These terminated part time workers due to lack of adequate knowledge, lack of financial support and above all lack of unity with similarly placed employees, keep quite without agitating for their entitlements. Fortunately, the Petitioner in this case, though do not have any money to engage any advocate to file this case have excellent contacts with the general public that have helped in filing this complaint. After more than 23 years of service, in the AP Grameena Vikas Bank, Regode(V & M) Branch. He was never pulled up for any omission or commission in his entire 23 years of service. It was replied by Respondent bank under RTI that casual labour are not employed regularly. Under RTI when the Petitioner requested for reasons for his removal, it is replied that there is no record available with them. The continued payment of casual workers in the Banks prove that they were sent out and new persons are taken by adopting unfair trade practices by the Bank. If the Bank branch charges account details from all the 755 branches are perused it will be established that the casual labour are regularly employed and the monthly wages are credited to their account. Further, it is submitted that Petitioner was asked to go and report in some other branch during November 2015 and thereafter not allowed to join till date. Hence it is submitted that Petitioner's submissions both in person and through telephone to the Bank were in vain. It is submitted that Petitioner is already aged 42 years old with just intermediate and degree discontinuation, without any working knowledge except the Attendar duties which he has been discharging for the last 23 years. Sometime during 2014 when Petitioner was asked to speak about the customer's background, he has given information about several customers by observing the customers and know their creditworthiness etc. As Petitioner spoke of the unreliable character and non-cooperation of a couple of customers, they were waiting for a chance to give a complaint against the Petitioner. It is submitted that Petitioner was never served with any memo or asked to explain for any omission or commission. It appears that there was a false complaint given by one customer against him. The Branch Manager suddenly asked the Petitioner to go and join at Sankarampet Branch and Petitioner reported at the new Branch. However, he was asked not to join the same Branch by that Branch Manager and directed to go back to Regode Branch. When came back to Regode Branch, he was informed that they are trying to get the clearance of the Head Office and Chairman to continue the Petitioner and he was told to wait for some more time. This is unfair Labour practice as enumerated in the ID Act. Though was not allowed to work regularly, Petitioner used to attend the Regode Branch. The Bonus credited to his account was also kept on hold. Though representing to Management Petitioner did not get clearance to join back from November 2015 to date. Several Casual Workers joined Bank later to Petitioner are continued. If the present employment denied, he will have to starve and die along with family and children. Therefore, he appealed to the Regional Labour Commissioner to intervene into the issue and order the Chairman, Warangal, Regional Manager, Sangareddy and the Branch Manager, Regode not to deny his employment and deny food at this age, but in vain. This has been the practice with this Bank in dealing with over 3400 part time casual workers in a very arbitrary manner during last several years without regularizing the casual labour and playing with their lives. The Petitioner accordingly prays that to decide the complaint set out above and order for reinstatement with full back wages, regularization.

3. **The Respondents filed counter denying the averments made in the petition, with the averments in brief which runs as follows**:

It is submitted that the material allegations made in the affidavit of the Petitioner are not correct disputed and denied, except those paras which are specifically admitted herein and the case was filed mechanically without application of the mind to the facts of the case and therefore, the petition itself is bad in law and therefore not maintainable and hence deserves to be dismissed. It is submitted that the Respondent bank was constituted under the Regional Rural Banks Act 1976 enacted by the Parliament to provide for the incorporation of Regulation and winding up of Regional Rural Banks with a view of developing the rural economy by providing for the purpose of development of agriculture, trade, commerce, industry, and other productive activities in the rural areas, credit and other facilities particularly to the small and marginal farmers, agricultural labourers, artisans and small entrepreneurs and for the matters connected therewith and incidental there to. It is apparent as per the preamble that the very constitution of the Respondent bank is aimed at achieving various objects of multifarious nature and especially for the development of rural areas in the country. It is further submitted that section 24 of the RRB Act, 1976 empowers the Central Government to give directions to the Regional Rural Banks including the Respondent bank in the discharge of its functions and the Regional Rural Banks shall be guided by such directions in regard to the matters of policy involving public interest in accordance with such directions given by the Central Government. It is further provided under Section 24 of the Act, that if any question arises as to whether any such direction relates to a matter of policy involving public interest, the decision of the Central Government to give directions to the Regional Rural Banks including the Respondent bank in the discharge of its functions and the Regional Rural Bank shall be guided by such directions in regard to the matters of policy involving public interest in accordance with such directions given by the Central Government. It is

further provided under Section 24 of the Act that if any question arises as to whether any such direction relates to a matter of policy involving public interest, the decision of the Central Government shall be final. It is further submitted that Section 29 of the Regional Rural Bank Act, 1976 empowers the Central Government to make rules for carrying out the provisions of the Act after consultation with the National Bank for agriculture and rural development NABARD, the sponsored bank which in this case is the State Bank of India, which is a scheduled bank. Such rules as may be made by the Central Government include the matter as to the manner in which the officers and other employees of the Regional Rural Banks shall be appointed. It is further submitted that Section 30 of the Regional Rural Banks Act, 1976 vests the Board of Directors of the Regional Rural Bank including this Respondent bank with the power of making regulations after consultation with the sponsored bank and NABARD and with the previous sanction of the Central Government to provide for all matters for which provision is necessary or expedient for the purpose of giving effect to the provisions of this Act. Section 32 of the Act mandates that the provisions of the RRB Act 1976 shall have over riding effect on the other laws and the provisions of RRB Act, 1976 shall have effect not withstanding anything to the contrary contained in any other law for the time being in force or in any contract express or implied or in any instrument having effect by virtue of any law other than this Act and not withstanding any custom or usage to the contrary. It was the practice of erstwhile Regional Rural Banks to engage the services of casuals for sweeping and cleaning activities in the branches the duration of work would range from half an hour to full day depending on the exigency in the branches. The casual engaged full day by branches had sought regularization and as per the directions of the Supreme Court to redress the anomalies in grameena bank staff, GoI constituted National Industrial Tribunal under the chairmanship of Hon'ble Justice Obul Reddy by notification no. 235 dated 26.11.1987. The Tribunal vide its award 30.04.1990 held with regard to casuals that employees in sub-staff cadre who were in the service of RRBs as on 22.02.1991 and who have completed 240 days of continuous service after that date be treated as regular employees of RRBs w.e.f. 22.02.1991. Accordingly, all the casual labour eligible for regularisation were regularised as on date of 22.02.1991 as a onetime measure. Hence it is not true that the Petitioner was working as casual since last 25 years. The Petitioner was never appointed by the erstwhile Manjeera Grameena Bank as averred by him. In fact, there was no recruitment of sub-staff in Rural banks across the nation. Erstwhile Manjeera Grameena Bank had engaged services of casuals for sweeping, cleaning and dusting activities in the branches varying from few hours. Recruitment in the bank is being done as per Regional Rural Banks (Appointment and Promotion) Rules notified by Government of India and the Respondent Bank is undertaking recruitment of officers and employees as per the said rules. However, Respondent Bank including the erstwhile Manjeera Grameena Bank has not initiated any proceedings so far for recruitment of sub-staff i.e., Messengers. It is not true that any agency more so a Government agency can issue oral appointment orders, therefore, the averments of the Petitioner are false and baseless. It is submitted that the Petitioner was engaged for the limited purpose of sweeping and cleaning the premises for less than an hour per day by Regode(V & M) branch and soon after the exigencies of cleaning are met, the complaint's service automatically would also come to an end. Therefore, the same cannot be described as termination of the service by the Respondent. It is submitted that it is an admitted fact that the Petitioner was engaged only for short period i.e. spanning from half an hour to one hour in a day for the purpose of cleaning and sweeping and therefore there is no permanency of service and hence, the question of termination of services of the Petitioner simply does not arise. Similarly, it be noted that it is a common practice across the casual industry to engage the labour for few hours in a day due to exigencies of sweeping and cleaning work and that may be extended from time to time depending upon the intermittent requirement of the Respondents. It is submitted that when the exigencies of works are completed, naturally the persons engaged for the purpose of such work would become redundant and since the engagement of such persons is for a specific purpose, the persons so engaged cannot claim either continuity or permanency or treatment on par with the regular employees. It is submitted that the application was filed mechanically without grounds and application of mind to the facts of the case and the petition itself is bad in law and therefore not maintainable. It is submitted that the Petitioner was engaged as a casual labour by the Respondent to meet exigencies of work and soon after the exigencies are met, the term of casual labour automatically would also come to an end. Therefore, the same cannot be described as termination of the service by the Respondent. It is submitted that in any case, the Respondents are not denying that the Petitioner was engaged on casual basis but only for few hours to sweep and cleaning. It is submitted that the Petitioner has no right to claim continuity or permanency of service. It was found that the Petitioner was involved in misappropriation of public funds while he was engaged for cleaning and sweeping activities in the branch and the same was agreed by him in his petition. It is submitted that the very fact that the Petitioner has accepted the engagement as casual engagement and as the name itself suggest the nature of employment being casual and would come to an end automatically the moment the purpose for which they were engaged is completed. In view of the above submissions, it is prayed to dismiss the application as not maintainable.

4. **On the basis of the rival pleadings of both parties, the following points emerge for determination:-**

I. Whether the action of Respondent management in terminating services of Sri S. Narasimhulu, vide oral order with effect from 13.11.2015 is legal and justified?

II. Whether Petitioner is entitled for regularisation of service in the Respondent bank?

III. To what relief if any the Petitioner is entitled for?

5. In support of his claim has filed chief statement affidavit of witness Sri S. Narasimhulu and has also filed documents in evidence and has exhibited Ex.W1 to W10. Whereas Respondent has examined witness MW1. Both the parties has also filed written arguments.

Findings:-

6. **Issue No.I**:- The Petitioner has alleged that he was appointed as a casual labour from 1993 and was subsequently converted as a casual labour. He claims to have rendered more than 23 years of service at APGVB, Regode(V & M) branch, as a casual labour. He submits that he was always in the good books of the Branch Manager and had never been pulled up for any omission or commission during his service. It is his specific grievance that he was orally directed not to attend duty from 13.11.2015 without any written order, and despite his requests to the Branch Manager and Chairman, his request to continue in service was not acceded to. He alleges that the said act amounts to termination in violation of the provisions contained under the Industrial Disputes Act, 1947.

7. Per contra, the Respondent contends that the Petitioner was engaged only for the limited purpose of sweeping and cleaning the premises for less than an hour per day at Regode(V & M) branch, and upon completion of the said work, his engagement automatically ceased. Hence, the question of termination does not arise. It is further contended that the Petitioner was never engaged on a permanent basis, but only casually and for short durations. The Respondent also alleges that the Petitioner was involved in misappropriation of public funds and had accepted the same in his petition. Accordingly, Respondent prayed for dismissal of the petition.

8. In support of his claim, the Petitioner filed his chief examination affidavit, reiterating the averments in the petition. He stated that he was appointed in 1993 and continued as a casual labour for over 23 years. He further deposed that he was removed from service by the then Manager after certain transactions came to his knowledge. During cross-examination, the Petitioner admitted that he had not filed any documentary evidence to prove that he had worked for 23 years continuously. He also admitted that all documents filed by him were photostat copies and not addressed to him. Furthermore, he admitted that he had not filed any documents regarding the nature of duties other than sweeping or concerning the allegations made against the then Branch Manager. He stated that he did not know the exact reason for his disengagement and that he was orally asked not to attend the branch. He also denied the suggestion that no person was working in his place after his disengagement. In addition to his oral evidence, he filed several documents in support of his claim.

Ex.W1 is the representation to the Respondent dated 11.6.2016. Ex.W2 is the bonus calculation sheet for casual labour engaged by the Regode(V & M) branch for 2014–15, reflecting bonus paid to the Petitioner. Ex.W3 is the representation of Petitioner to RLC(C). Ex.W4 is application by the Petitioner dated 20.7.2016 under RTI. Ex.W5 reply received by Petitioner for Ex.W4. Ex.W6 is another representation dated 27.8.2016. Ex.W7 is the reply to Ex.W6. Ex.W8 is the SB account statement of Petitioner from 2014 to 2015. Ex.W9 series (W9/1 to W9/8) are documents relating to monthly wage payments made to the Petitioner for different months in 2014 and 2015, with amounts, that clearly indicate engagement beyond an hour's duty. Ex.W10 is the letter addressed to the RLC(C), regarding engagement of Petitioner and particulars of engagement were annexed to the letter dated 18.4.2000.

9. From the perusal of the above documents, it is evident that the Petitioner was engaged by the Respondent as a casual labour and was paid monthly wages and bonus. The Respondent has not disputed the engagement but claimed it was for limited cleaning purposes. However, the quantum of wages paid monthly belies the contention of a mere one-hour duty. Further, the Respondent has neither pleaded nor proved that any written notice was issued to the Petitioner before disengagement, nor that one month's wages in lieu of notice or retrenchment compensation was paid. Ex.W8 is the statement of bank account of Petitioner which goes to show that the salary of the Petitioner Workman was paid by the Respondent regularly continuously for the period just preceding from the date of termination upto more than 240 days. Further Ex.W2/1 and Ex.W2/2 is the statement of calculation sheet for payment of bonus to casual labour Sri S. Narsimhulu by the Respondent bank from April 2014 to March 2015. Both these documents has been admitted to be issued by the Respondent bank by the witness MW1. Therefore, it is established that Petitioner Workman had worked for more than 240 days continuously in the Respondent bank during the full working hours of the bank and for his work, he has been paid monthly salary by the bank.

10. The cross-examination of MW1, the Respondent's witness, further supports the Petitioner's claim. MW1 states that he was unaware whether the Petitioner used to open the branch at 8 AM and closes the office at 8 PM for the period from 1993 to 2015. He accepted that Ex.W8 was issued by Respondent and it is in the Petitioner's name. Further, MW1 also stated that during his tenure since 20.7.2021, he alone used to open and close the branch and claimed the Petitioner only did cleaning work. He denied knowledge about dispatch duties handled by the Petitioner during 1993-2015. Thus, the statement of MW1 goes to show that he is ignorant of the working of Petitioner in the Respondent bank and he is not a witness of fact of working days of Petitioner. Thus, his evidence is not substantiating the case of Respondent. Respondent witness MW1 has categorically admitted that the documents Ex.W2 and W8 filed by Petitioner has been issued by the Respondent Bank. These documents clearly established that Petitioner had worked with the Respondent for the period from 2014 to 2015 and he has been paid wages by the Respondent for work done, in the bank account of the Petitioner on monthly basis. Thus, on the basis of documentary and oral evidence of the Petitioner it is clearly established that the Petitioner had worked with the

Respondent bank continuously for a period of more than 240 days in a calendar year just preceding from the date of termination. Respondent has failed to lead any tangible and substantial evidence to establish that he has complied with the provision of section 25 F before terminating the services of the Petitioner. Respondent has nowhere pleaded and proved that before termination of services of petitioner one month notice was issued to Petitioner or one month wages in lieu of notice has been paid. Further, respondent has not filed any evidence that the compensation has been paid to petitioner before the termination of petitioner as per provision contained under section 25 F of ID Act. Thus, it is established that respondent has terminated the services of petitioner in violation of provision contained under section 25 F of I.D.Act, 1947. However, Petitioner failed to prove that he was engaged by Respondent in the year 1993. Thus, Respondent has failed to follow the mandatory requirements of **Section 25F of the Industrial Disputes Act, 1947.**

Section 25F :-

Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month' s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

In this context the reference of decision of Hon'ble Supreme Court in the case of **Anoop Sharma vs. Exec. Engineer Public Health Division dated 9.4.2010, Civil Appeal No.3478 of 2010** is relevant. Therein Hon'ble Supreme Court have held:-

"*14. The question whether the offer to pay wages in lieu of one month's notice and retrenchment compensation in terms of Clauses (a) and (b) of Section 25-F must accompany the letter of termination of service by way of retrenchment or it is sufficient that the employer should make a tangible offer to pay the amount of wages and compensation to the workman before he ask to go was considered in National Iron and Steel Company Ltd. v. State of West Bengal (1967) 2 SCR 391. The facts of that case were that the workman was given notice dated 15.11.1958 for termination of his service with effect from 17.11.1958. In the notice, it was mentioned that the workman would get one month's wages in lieu of notice and he was asked to collect his dues from the cash office on 20.11.1958 or thereafter during the working hours. The argument of the Additional Solicitor General that there was sufficient compliance of Section 25-F was rejected by this Court by making the following observations:*

"The third point raised by the Additional Solicitor-General is also not one of substance. According to him, retrenchment could only be struck down if it was mala fide or if it was shown that there was victimisation of the workman etc. Learned counsel further argued that the Tribunal had gone wrong in holding that the retrenchment was illegal as Section 25-F of the Industrial Disputes Act had not been complied with. Under that section, a workman employed in any industry should not be retrenched until he had been given one month's notice in writing indicating the reasons for retrenchment and the period of notice had expired, or the workman had been paid in lieu of such notice, wages for the period of the notice. The notice in this case bears the date November 15, 1958. It is to the effect that the addressee's services were terminated with effect from 17th November and that he would get one month's wages in lieu of notice of termination of his service. The workman was further asked to collect his dues from the cash office on November 20, 1958 or thereafter during the working hours. Manifestly, Section 25-F, had not been complied with under which it was incumbent on the employer to pay the workman, the wages for the period of the notice in lieu of the notice. That is to say, if he was asked to go forthwith he had to be paid at the time when he was asked to go and could not be asked to collect his dues afterwards. As there was no compliance with Section 25-F, we need not consider the other points raised by the learned counsel."

15. In State Bank of India v. N. Sundara Money (supra), the Court emphasised that the workman cannot be retrenched without payment, at the time of retrenchment, compensation computed in terms of Section 25-F(b).

16. The legal position has been beautifully summed up in Pramod Jha v. State of Bihar (supra) in the following words:

"The underlying object of Section 25-F is twofold. Firstly, a retrenched employee must have one month's time available at his disposal to search for alternate employment, and so, either he should be given one month's notice of the proposed termination or he should be paid wages for the notice period. Secondly, the workman must be paid retrenchment compensation at the time of retrenchment, or before, so that once having been retrenched there should be no need for him to go to his employer demanding retrenchment compensation and the compensation so paid is not only a reward earned for his previous services rendered to the employer but is also a sustenance to the worker for the period which may be spent in searching for another employment. Section 25-F nowhere speaks of the retrenchment compensation being paid or tendered to the worker along with one month's notice; on the contrary, clause (b) expressly provides for the payment of compensation being made at the time of retrenchment and by implication it would be permissible to pay the same before retrenchment. Payment or tender of compensation after the time when the retrenchment has taken effect would vitiate the retrenchment and non-compliance with the mandatory provision which has a beneficial purpose and a public policy behind it would result in nullifying the retrenchment."

17. If the workman is retrenched by an oral order or communication or he is simply asked not to come for duty, the employer will be required to lead tangible and substantive evidence to prove compliance of Clauses (a) and (b) of Section 25-F of the Act.

Thus, on the basis of the oral and documentary evidence produced by the Petitioner, it is established that the Petitioner had worked for 240 days continuously in the 12 months of the calendar year immediately preceding the date of his termination, i.e., 13.11.2015. Therefore, before his retrenchment, he was entitled to one month notice or one month wages in lieu of notice and also compensation in accordance with the provision contained under Section 25F of the I.D. Act, 1947.

11. However, the Respondent has terminated the services of the Petitioner without issuing any written notice, or paying one month wages in lieu of such notice, or compensation as mandated. The Respondent has not disputed the documents filed by the Petitioner in support of his claim in respect of payment of wages as well as bonus to the Petitioner as a casual labour for the work done during the period from 2014 to 2015. Hence, the retrenchment of the Petitioner from service has been effected by the Respondent management in contravention of the provision of Section 25F of the I.D. Act, 1947, and same is not sustainable in the eye of law.

This issue is answered in favour of workman and against Respondent.

12. **Issue No.II**:- Although the Petitioner has prayed in the relief clause that he is entitled to regularization of his services in the Respondent bank, neither in his claim petition nor in his statement in chief affidavit he has stated the grounds on which he is claiming regularization in the service of the Respondent bank. In the chief statement affidavit, witness WW1 has stated that it has been the practice with the Respondent bank to deal with over 3400 part-time casual workers in an arbitrary manner, without regularizing them, and that such practice is in violation of the I.D. Act, 1947. It is claimed that since the Petitioner had worked for 23 years in the Respondent bank, he is entitled to regularization under the scheme.

13. In this context, the Respondent has stated that it was the practice of erstwhile Regional Rural Banks to engage casual labour for sweeping and cleaning, with work durations ranging from half an hour to a full day depending on branch exigencies. The casual labourers who were engaged full-time had sought regularization, and as per the directions of the Hon'ble Supreme Court, the Government of India constituted a National Industrial Tribunal under the Chairmanship of Hon'ble Justice Obul Reddy vide Notification No.235 dated 26.11.1987. The award dated 30.04.1990 of the Tribunal stated that employees in the sub-staff cadre who were in service as on 22.02.1991 and completed 240 days of continuous service thereafter be treated as regular employees of RRBs from 22.02.1991. Accordingly, all casual labour eligible for regularization were regularized as a one-time measure. Further, Respondent contended that it is not correct to say that the Petitioner has been working as casual labour since the last 25 years. The Petitioner was never appointed by the erstwhile Manjeera Grameena Bank as averred by him. In fact, there was no recruitment of sub-staff in Rural Banks across the nation. The engagement of casuals was limited to sweeping, cleaning, and dusting activities, varying from few hours based on necessity. Further, it is contended that the Recruitment in the bank is governed by the Regional Rural Banks (Appointment and Promotion) Rules, notified by the Government of India, under which the Respondent bank undertakes recruitment. However, no proceedings for recruitment of sub-staff (Messengers) have been initiated either by the Respondent or by the erstwhile Manjeera Grameena Bank. The Respondent has further stated that no Government agency can issue oral appointment orders, and therefore the Petitioner's contentions are false and baseless. The Respondent bank was constituted under the Regional Rural Banks Act, 1976, enacted to provide for incorporation, regulation, and winding up of regional rural banks, and to promote the development of agriculture, trade, commerce, and other productive activities in rural areas, including credit to small and marginal farmers and artisans. Therefore, as the Petitioner was already disengaged, his application for regularization could not be considered, and he was treated as ineligible.

14. In support of his contention, Respondent has filed the copy of Scheme for Regularization of Casual/Daily Wage Workers as Office Attendants (Multipurpose) in Group C, framed in compliance with the directions of the Hon'ble High Court of Telangana in WP Nos. 15294, 15295, 15314, 15315 of 2014, and WP Nos. 6541, 6930, 6985,

11988 of 2023. The said scheme specifically excludes persons who have been disengaged, died, or attained the age of superannuation.

15. Since the Petitioner was not in service at the time of commencement of the scheme, the said scheme is not applicable to him. Accordingly, his claim for regularization is not tenable. Petitioner, Sri S. Narasimhulu, was intimated by the Respondent bank vide letter dated 31.08.2024 in reference to his application dated 24.06.2024, stating that he did not meet the requirement of 10 years of service and that the scheme was confined to those who were in service and not disengaged. Thus, the candidature of the Petitioner was rejected and intimated accordingly. Therefore, in view of the above, the claim of the Petitioner for regularization of his services is not maintainable.

This issue is answered against the Petitioner and in favour of the Respondent.

16. **Issue No.III**:- In view of the above discussion and the finding recorded under Issue No.I, it is established that the services of the Petitioner were terminated in contravention of the provisions of Section 25F of the I.D. Act, 1947. Now, the question arises as to what relief the Petitioner is entitled to. From the facts and circumstances of the case, it is undisputed that the Petitioner had worked in the Respondent bank from 2014 to 2015 for a period of about two years as a casual labour. Admittedly, he had not worked against any permanent post in the bank. Therefore, instead of reinstatement in the service, payment of compensation would be the appropriate relief in this case.

In this context, Hon'ble Supreme Court has laid down the principle which is discussed as hereunder:-

In the case of BSNL Vs. Bhurumal, Civil Appeal No.10957/2015 AIR 2014 SUPREME COURT 1188, Hon'ble Supreme Court have held:-

"It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wager who does not hold a post and a permanent employee." Jagbir Singh has been applied very recently in Telegraph Deptt. V. Santosh Kumar Seal[12], wherein this Court stated: (SCC p.777, para ll) "In view of the aforesaid legal position and the fact that the workmen were engaged as daily wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice."

…… ……

23. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect, namely in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."

In this context the reference of decision of Hon'ble Supreme Court in the case of **Ashok Kumar Sharma Vs. Oberoi flight Services AIR 2010 SCC page 502** is relevant wherein Hon'ble Supreme Court have held:-

8. In the case of Sita Ram V. Moti Lal Nehru Farmers Training Institute2 this Court considered the matter thus:

"21. The question, which, however, falls for our consideration is as to whether the Labour Court was justified in awarding reinstatement of the appellants in service.

22. Keeping in view the period during which the services were rendered by the Respondent (sic appellants); the fact that the Respondent had stopped its operation of bee farming, and the services of the appellants were terminated in December 1996, we are of the opinion that it is not a fit case where the appellants could have been directed to be reinstated in service.

23. Indisputably, the Industrial Court, exercises a discretionary jurisdiction, but such discretion is required to be exercised judiciously. Relevant factors therefor were required to be taken into consideration; the nature of appointment, the period of appointment, the availability of the job, etc. should weigh with the court for determination of such an issue.

24. This Court in a large number of decisions opined that payment of adequate amount of compensation in place of a direction to be reinstated in service in cases of this nature would subserve the ends of justice. (See Jaipur Development Authority v. Ramsahai [(2006) 11 SCC 684], M.P. Admn. v. Tribhuban [(2007) 9 SCC 748] and Uttaranchal Forest Development Corpn. v. M.C. Joshi [(2007) 9 SCC 353])

25. Having regard to the facts and circumstances of this case, we are of the opinion that payment of a sum of

Rs. 1,00,000 to each of the appellants, would meet the ends of justice. This appeal is allowed to the aforementioned extent. In the facts and circumstances of this case, there shall be no order as to costs."

9. The afore-referred two decisions of this Court and few more decisions were considered by us in the case of Jagbir JT 2008 (3)SC622 Singh V. Haryana State Agriculture Marketing Board3 albeit in the context of retrenchment of a daily wager in violation of section 25F of Industrial Disputes Act who had worked for more than 240 days in a year and we observed thus:

"7. It is true that earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention to the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice."

Therefore, in view of law laid down by the Hon'ble Apex Court in the facts and circumstances of the case Petitioner is entitled for relief of compensation. Petitioner in the present case has put in continuous service for a period to two years as a casual labour. Therefore, in such circumstances, in the facts and circumstances of the case the grant of Rs.1,00,000/- (Rupees one lakh only) as a compensation to the Workman in lieu of illegal retrenchment would be appropriate relief.

Thus, issue No. III is answered accordingly.

AWARD

In view of the fore gone discussion and finding given at Issue Nos.I, II &III, the action of the Respondent A.P. Grameena Vikas Bank in terminating the services of the Petitioner Sri S. Narasimhulu is held illegal and unjustified as being in violation of provision of Sec.25F of the I.D. Act, 1947. As such, the oral termination order dated 13.11.2015 is hereby set aside. Since he has been terminated from the service in the year 2015 and long period has been elapsed since then, therefore, the Petitioner is entitled to get a compensation of Rs.1,00,000 (Rupees one lakh only) for his illegal termination from service. Thereby the Respondent is directed to pay the compensation amount of Rs.1,00,000/- (Rupees one lakh only) to Petitioner within two months from the date of receiving copy of this award, with all attendant benefits due to the Petitioner, failing which he has to pay the interest of 12% p.a..

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 16th day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri S. Narasimhulu	MW1: Sri Shaik Munna

Documents marked for the Petitioner

Ex.W1:	Photostat copy of representation dt11.6.2016 to BM, RM of the bank and Chairman of BC Welfare commission
Ex.W2/1:	Photostat copy of BM order dt.21.6.2016
Ex.W2/2:	Photostat copy of calculation sheet for payment of bonus for the year 2014-15
Ex.W3:	Photostat copy of representation dt. 9.7.2016 submitted to authorities including RLC for reinstatement
Ex.W4:	Photostat copy of RTI application dt.20.7.2016
Ex.W5:	Photostat copy of reply from Respondent bank on 18.8.2016
Ex.W6:	Photostat copy of RTI application of WW1 dt.27.8.2016
Ex.W7:	Photostat copy of reply of Respondent dt.30.9.2016
Ex.W8:	Photostat copy of statement of account SB A/c 1813566113 from 1990 to 2015
Ex.W9/1:	Photostat copy of payment of wages for 01/2014
Ex.W9/2:	Photostat copy of payment of wages for 03/2014
Ex.W9/3:	Photostat copy of payment of wages for 05/2014
Ex.W9/4:	Photostat copy of payment of wages for 06/2014
Ex.W9/5:	Photostat copy of payment of wages for 10/2014
Ex.W9/6:	Photostat copy of payment of wages for 06/2015

Ex.W9/7: Photostat copy of payment of wages for 04/2015

Ex.W9/8: Photostat copy of payment of wages for 08/2015

Ex.W10/1: Photostat copy of lr. No.MISC/PER/2000-2001 dt.18.4.2000 from Chairman, Manjira Grameena Bank, to the ALC(C)-II, Hyderabad

Ex.W10/2: Photostat copy of particulars of engagement of substitute messenger Sri S. Narasimulu at Regode branch

Documents marked for the Respondent

NIL

नई दिल्ली, 25 जुलाई, 2025

का.आ. 1421.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **ए.पी. ग्रामीण विकास बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (3/2017) प्रकाशित करती है।

[सं. एल- 12025/01/2025-आई.आर (बी -I)-86]

सलोनी, उप निदेशक

New Delhi, the 25th July, 2025

S.O. 1421.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.3/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of A..P. Grameena Vikas Bank and their workmen.

[No. L-12025/01/2025- IR (B-I)-86]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 11th day of July, 2025

INDUSTRIAL DISPUTE L.C.No.3/2017

Between:

Sri Yadaiah,

S/o Narasaiah,

R/o 9-24, Eden Colony, Allipur,

Zaheerabad, Sangareddy district. ……Petitioner

AND

1. Chairman,
   A.P. Grameena Vikas bank,
   (Sponsored by SBI)
   Head Office, H.No.2-5-8/1,
   Ramnagar, Hanamkonda,
   Warangal – 506001.
2. Regional Manager,
   APGVB,
   Regional Office –
   Sangareddy – 500 201.

3. The Branch Manager,
APGVB,
Zaheerabad (V & M),
Sangareddy District – 502 220. ….Respondents

Appearances:

For the Petitioner : Party in person

For the Respondent: M/s. V. Umadevi & N. Srinivas, Advocates

AWARD

Sri Yadaiah, who worked as Casual Labour (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents A.P. Grameena Vikas Bank seeking for declaring the oral orders dated 26.4.2016 issued by Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. **The averments made in the petition in brief are as follows**:

The Respondents is a subsidiary Bank of State Bank of India for providing exclusive credit facility in rural areas of two Telugu States and the bank is called Andhra Pradesh Grameena Vikas Bank. It has over 750 Branches and engages more than 600 Temporary Part Time employees earlier and now calls them Casual Workers. After all the regular Attenders of this Bank are all promoted as Clerks / Cashiers the vacancies are operated by the Casual workers filled by the local unemployed. These employees are working for decades without regularization and are being paid less than 50% of the fresh regular employees. These casual workers by virtue of them being locals and long standing in the bank know most of the transactions and customers by virtue of their proximity with both the customers and the officers of the Bank. This in fact helps the Bank as long as they are transparent for collections of loans, verification of crops in the fields and identification of customers etc. When the local Branch Manager does not deal in a transparent manner and desires to enter into transactions in confidentiality, the continuation of these casual workers with the knowledge about the customers becomes disadvantageous and they try to dispense with the casual workers at the earliest opportunity and employ fresh locals. More and more non-transparent the Managers are, the casual workers with seniority are generally sent home. These terminated part time workers due to lack of adequate knowledge, lack of financial support and above all lack of unity with similarly placed employees, keep quite without agitating for their entitlements. Fortunately, the Petitioner in this case, though do not have any money to engage any advocate to file this case have excellent contacts with the general public that have helped in filing this complaint. Due to financial difficulties, he had to discontinue his studies after failing intermediate and joined as TPT Casual labour and worked for 13 years. Based on his 10^{th} class qualification and registration with the District Employment Exchange he was appointed as Part Time sweeper long back. He has been working as sweeper (part time) from 28.3.2003 which is now converted as Casual labour and had completed more than 13 years of service in the AP Grameena Vikas Bank, Zaheerabad Branch. Though his designation is said to be part time, he also been attending to several works like - sweeping. arranging drinking water, bringing tea and snacks from outside, attending to transfer of files from seat to seat, stitching of vouchers and filing of day to day reports, keeping them in order in Almirahs, maintenance of generator, putting the letters in covers and posting them at the post office and other similar miscellaneous works. He was never pulled up for any omission or commission in his entire 13 years of service. The Ex-Manager was posted in the branch nearly two years back was now transferred after Petitioner's earlier representation. It is not known about Branch Manager's monetary dealings with the customers as it was not an area where Petitioner was asked to do any work. Prior to his termination, the BM sanctioned a loan with subsidy backing to the Petitioner as he was below the poverty line person hailing from Scheduled Caste family for starting a unit of "Tent House", on the condition that the BM would collect some money out of the subsidy released by the SC Corporation. Accordingly, without quotations, without enquiries, the unit for Rs. 5 lakhs was sanctioned - stating that Rs 3 lakhs as subsidy and Rs 2 lakhs as loan. The entire subsidy of Rs. 3.00 lakhs was released by the SC Corporation. However, the Manager after sanctioning Rs. 4 lakhs as loan credited to his FD account Rs. 2.5 lakhs and Rs. 1.5 lakhs to the SB Account for subsidy to be operated by the beneficiary. Further, it is submitted that the BM made him sign on withdrawal from the subsidy account for Rs. 50,000 and collected the entire proceedings. The balance amounts were kept on hold. After the above incident, the Manager asked to bring another person for launching a unit by sanctioning small loan with subsidy from SC Corporation, so that some money can be taken by the Manager. It is submitted that Petitioner introduced Smt Nagamani for whom a loan of Rs. 60,000 was sanctioned and Rs. 1.40 lakhs subsidy was given from the SC Corporation for starting tailoring and readymade garments unit. Then the beneficiary was asked to draw Rs. 2 lakhs and she was made to sign the withdrawal form and handed over the same to be given to the BM. The Branch Manager instructed the cashier to pay the amount to the Petitioner and not the beneficiary. Accordingly, the entire

amount was paid to him by the Cashier on a day when the Accountant was absent from the Bank on leave and Petitioner was directed to go to the Branch Manager. The BM demanded Rs. 1.5 lakhs to be given to him as the loan amount is only Rs. 60,000/- , Petitioner offered to pay only Rs. 50,000 and this has not been agreed to by BM though he has taken the amount. I have paid the balance amount of Rs. 1,50,000 to the beneficiary. Further, it is submitted that Petitioner's actions were in good faith, without any knowledge of monetary transactions. It appears that this was reported to the RM by the beneficiary or others and a preliminary enquiry officer came to the branch and recorded the above facts as explained by the Petitioner. Soon after the preliminary enquiry the powers of the BM were curtailed and he could understand the writing on the wall and directed the Petitioner not to come to the bank from 26.4.2016. Now the BM has been transferred from the Branch, but still the Petitioner is not allowed to attend the office. The Petitioner is aged 38 years with just 10^{th} class qualification, without any working knowledge except the Attendar duties which he has been discharging for the last 13 years. Hence it is requested not to deny Petitioner's livelihood, otherwise, Petitioner will have to starve and die along with family and children. Therefore, he appealed to the National Commission for Scheduled Castes to intervene into the issue and order the BM not to disturb him from the present employment and he was not paid the Wages for the month of April – 2016 and May 2016. The Bank also paid Bonus on par with other employees after lodging complaint. Further the Bank also did not pay the rent of the generator supplied by Petitioner. Further, it is submitted that the Loan account has been closed along with the loan of Smt Nagamani by the Old BM Sri Srinivas by paying the amounts. The Respondents have been informing both Scheduled Castes Commission and the RTI applicants that there are no regular casual labour employed by the Bank, which is totally false in view of the Savings Bank Accounts maintained for every casual worker which can be veted at any time. Therefore, prayed for reinstatement into service.

3. **The Respondents filed counter denying the averments made in the petition, with the averments in brief which runs as follows**:

It is submitted that the material allegations made in the affidavit of the petitioner are not correct disputed and denied, except those paras which are specifically admitted herein and the case was filed mechanically without application of the mind to the facts of the case and therefore, the petition itself is bad in law and therefore not maintainable and hence deserves to be dismissed. It is submitted that the Respondent bank was constituted under the Regional Rural Banks Act 1976 enacted by the Parliament to provide for the incorporation of Regulation and winding up of Regional Rural Banks with a view of developing the rural economy by providing for the purpose of development of agriculture, trade, commerce, industry, and other productive activities in the rural areas, credit and other facilities particularly to the small and marginal farmers, agricultural labourers, artisans and small entrepreneurs and for the matters connected therewith and incidental there to. It is apparent as per the preamble that the very constitution of the Respondent bank is aimed at achieving various objects of multifarious nature and especially for the development of rural areas in the country. It is further submitted that section 24 of the RRB Act, 1976 empowers the Central Government to give directions to the Regional Rural Banks including the Respondent bank in the discharge of its functions and the Regional Rural Banks shall be guided by such directions in regard to the matters of policy involving public interest in accordance with such directions given by the Central Government. It is further provided under Section 24 of the Act, that if any question arises as to whether any such direction relates to a matter of policy involving public interest, the decision of the Central Government to give directions to the Regional Rural Banks including the Respondent bank in the discharge of its functions and the Regional Rural Bank shall be guided by such directions in regard to the matters of policy involving public interest in accordance with such directions given by the Central Government. It is further provided under Section 24 of the Act that if any question arises as to whether any such direction relates to a matter of policy involving public interest, the decision of the Central Government shall be final. It is further submitted that Section 29 of the Regional Rural Bank Act, 1976 empowers the Central Government to make rules for carrying out the provisions of the Act after consultation with the National Bank for agriculture and rural development NABARD, the sponsored bank which in this case is the State Bank of India, which is a scheduled bank. Such rules as may be made by the Central Government include the matter as to the manner in which the officers and other employees of the Regional Rural Banks shall be appointed. It is further submitted that Section 30 of the Regional Rural Banks Act, 1976 vests the Board of Directors of the Regional Rural Bank including this Respondent bank with the power of making regulations after consultation with the sponsored bank and NABARD and with the previous sanction of the Central Government to provide for all matters for which provision is necessary or expedient for the purpose of giving effect to the provisions of this Act. Section 32 of the Act mandates that the provisions of the RRB Act 1976 shall have over riding effect on the other laws and the provisions of RRB Act, 1976 shall have effect not withstanding anything to the contrary contained in any other law for the time being in force or in any contract express or implied or in any instrument having effect by virtue of any law other than this Act and not withstanding any custom or usage to the contrary. It was the practice of erstwhile Regional Rural Banks to engage the services of casuals for sweeping and cleaning activities in the branches the duration of work would range from half an hour to full day depending on the exigency in the branches. The casual engaged full day by branches had sought regularization and as per the directions of the Supreme Court to redress the anomalies in grameena bank staff, GoI constituted National Industrial Tribunal under the chairmanship of Hon'ble Justice Obul Reddy by notification no. 235 dated 26.11.1987. The Tribunal vide its award 30.04.1990 held with regard to casuals that employees in sub-staff cadre who were in the service of RRBs as on 22.02.1991 and who have completed 240 days of continuous service

after that date be treated as regular employees of RRBs w.e.f. 22.02.1991. Accordingly, all the casual labour eligible for regularisation were regularised as on date of 22.02.1991 as a onetime measure. Hence it is not true that the petitioner was working as casual since last 25 years. The petitioner was never appointed by the erstwhile Manjeera Grameena Bank as averred by him. In fact, there was no recruitment of sub-staff in Rural banks across the nation. Erstwhile Manjeera Grameena Bank had engaged services of casuals for sweeping, cleaning and dusting activities in the branches varying from few hours. Recruitment in the bank is being done as per Regional Rural Banks (Appointment and Promotion) Rules notified by Government of India and the Respondent Bank is undertaking recruitment of officers and employees as per the said rules. However, Respondent Bank including the erstwhile Manjeera Grameena Bank has not initiated any proceedings so far for recruitment of sub-staff i.e., Messengers. It is not true that any agency more so a Government agency can issue oral appointment orders, therefore, the averments of the petitioner are false and baseless. It is submitted that the petitioner was engaged for the limited purpose of sweeping and cleaning the premises for less than an hour per day by Zaheerabad branch and soon after the exigencies of cleaning are met, the complaint's service automatically would also come to an end. Therefore, the same cannot be described as termination of the service by the Respondent. It is submitted that it is an admitted fact that the petitioner was engaged only for short period i.e. spanning from half an hour to one hour in a day for the purpose of cleaning and sweeping and therefore there is no permanency of service and hence, the question of termination of services of the petitioner simply does not arise. Similarly, it be noted that it is a common practice across the casual industry to engage the labour for few hours in a day due to exigencies of sweeping and cleaning work and that may be extended from time to time depending upon the intermittent requirement of the Respondents. It is submitted that when the exigencies of works are completed, naturally the persons engaged for the purpose of such work would become redundant and since the engagement of such persons is for a specific purpose, the persons so engaged cannot claim either continuity or permanency or treatment on par with the regular employees. It is submitted that the application was filed mechanically without grounds and application of mind to the facts of the case and the petition itself is bad in law and therefore not maintainable. It is submitted that the petitioner was engaged as a casual labour by the Respondent to meet exigencies of work and soon after the exigencies are met, the term of casual labour automatically would also come to an end. Therefore, the same cannot be described as termination of the service by the Respondent. It is submitted that in any case, the Respondents are not denying that the petitioner was engaged on casual basis but only for few hours to sweep and cleaning. It is submitted that the petitioner has no right to claim continuity or permanency of service. It was found that the petitioner was involved in misappropriation of public funds while he was engaged for cleaning and sweeping activities in the branch and the same was agreed by him in his petition. It is submitted that the very fact that the petitioner has accepted the engagement as casual engagement and as the name itself suggest the nature of employment being casual and would come to an end automatically the moment the purpose for which they were engaged is completed. In view of the above submissions, it is prayed to dismiss the application as not maintainable.

4. **On the basis of the rival pleadings of both parties, the following points emerge for determination:-**

I. Whether the action of Respondent management in terminating services of Sri Yadaiah, vide oral order with effect from 26.4.2016 is legal and justified?

II. Whether petitioner is entitled for regularisation of service in the Respondent bank?

III. To what relief if any the petitioner is entitled for?

5. In support of his claim has filed chief statement affidavit of witness Sri Yadaiah and has also filed documents in evidence and has exhibited Ex.W1 to W10. Whereas Respondent has examined witness MW1. Both the parties has also filed written arguments.

Findings:-

6. **Issue No.I**:- The Petitioner has alleged that he was appointed as a part-time sweeper on 28.03.2003 and was subsequently converted as a casual labour. He claims to have rendered more than 13 years of service at APGVB, Zaheerabad branch, as a casual labour. It is further alleged that though his designation was part-time, he was entrusted with several tasks apart from sweeping, such as arranging drinking water, bringing tea and snacks from outside, transferring files from seat to seat, stitching vouchers, filing reports, maintaining them in almirahs, handling the generator, and attending to dispatch work, including posting letters at the post office. He submits that he was always in the good books of the Branch Manager and had never been pulled up for any omission or commission during his service. It is his specific grievance that he was orally directed not to attend duty from 26.04.2016 without any written order, and despite his requests to the Branch Manager and Chairman, his request to continue in service was not acceded to. He alleges that the said act amounts to termination in violation of the provisions contained under the Industrial Disputes Act, 1947.

7. Per contra, the Respondent contends that the Petitioner was engaged only for the limited purpose of sweeping and cleaning the premises for less than an hour per day at Zaheerabad branch, and upon completion of the said work, his engagement automatically ceased. Hence, the question of termination does not arise. It is further

contended that the Petitioner was never engaged on a permanent basis, but only casually and for short durations. The Respondent also alleges that the Petitioner was involved in misappropriation of public funds and had accepted the same in his petition. Accordingly, they prayed for dismissal of the petition.

8. In support of his claim, the Petitioner filed his chief examination affidavit, reiterating the averments in the petition. He stated that he was appointed on 28.03.2003 as a part-time sweeper and continued as a casual labour for over 13 years. He further deposed that he was removed from service by the then Manager after certain transactions came to his knowledge. During cross-examination, the Petitioner admitted that he had not filed any documentary evidence to prove that he had worked for 13 years continuously. He also admitted that all documents filed by him were photostat copies and not addressed to him. Furthermore, he admitted that he had not filed any documents regarding the nature of duties other than sweeping or concerning the allegations made against the then Branch Manager. He also acknowledged that he was sanctioned a loan for starting a tent house, and subsidy under the SC Corporation was approved. He denied playing fraud in the loan sanctioned to Smt. Nagamani, though admitted to a quarrel with the Branch Manager concerning the said loan. He stated that he did not know the exact reason for his disengagement and that he was orally asked not to attend the branch. He also denied the suggestion that no person was working in his place after his disengagement. In addition to his oral evidence, he filed several documents in support of his claim.

Ex.W1 is the circular dated 24.10.2014 issued by the Respondent's Head Office, directing all branches not to engage casual labour at the same branch for more than three years, and to shift them to branches located at least 20–30 kilometres away. Ex.W2 is the bonus calculation sheet for casual labour engaged by the Zaheerabad branch for 2014–15, reflecting bonus paid to the Petitioner. Ex.W3 is the circular dated 31.03.2016 regarding bonus for the year 2014–15. Ex.W4 and Ex.W5 are representations by the Petitioner dated 27.04.2016 to the Chairman and the National Commission for Scheduled Castes, respectively, seeking reinstatement. Ex.W6 series (W6/1 to W6/6) are documents relating to monthly wage payments made to the Petitioner for different months in 2015 and 2016, with amounts that clearly indicate engagement beyond an hour's duty. Ex.W7 is the letter to the Regional Labour Commissioner for conciliation. Ex.W8 and W10 are bank account statements showing wage credits. Ex.W9 is the letter from the National Commission for Scheduled Castes dated 30.12.2016.

It is settled law that the burden of proof lies upon the Petitioner, to establish that petitioner has worked for 240 days continuously in a 12 months calendar year just preceding the date of termination. In this context relevant decisions of Hon'ble Apex Court are discussed hereunder:-

In **Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:**

> ***"I****t was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year."*

In the case of Mohan Lal v. Management, BEL 1981 SCC P. 225, Hon'ble Apex Court held*,*

> *"Before a workman can claim retrenchment, not being in consonance of Section 25 of the ID act. he has to show that he has been in continuous service of not less than 1 year with the employer who had retrenched him from service."*
>
> ***The Hon'ble Apex Court in this case also laid down the principle of how to count 240 days of service within one year and held:*** *"Clause (2)(a) provides for a fiction to treat a workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered service period of 240 days during the period of 12 calendar months for counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, ie the date of termination of service which is complained of as retrenchment. After that date is ascertained. move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F".*

In the case of **GM., BSNL and others V. Mahesh Chand AIR 2008 SC (Supp) 1328,** wherein the Hon'ble Apex Court have held,

> *"It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that a workman had, in fact, worked for*

240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside."

In the case of **Range Forest Officer Vs. S T Hadimani AIR 2002 SC page 1147**, wherein Hon'ble Apex Court have held,

"the onus lies upon claimant to show that he had in fact worked for 240 days in a year – In absence of proof of receipt of salary or wages record of appointment, filing of an affidavit by workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

In the case of **Essen Deinki Vs. Rajiv Kumar, AIR 2003 SC 38** the Hon'ble Apex Court have held,

" It was for the employee concerned to prove that he has in fact completed 240 days in the last preceding 12 months' period."

In the case of **Rajasthan State Ganganagar S Mills Ltd Vs. State of Rajasthan and another AIR 2005 SC 4065**, the Hon'ble Apex Court have held,

"It was for the claimant to lead evidence to show that he had in fact worked upto 240 days in the year preceding his termination."

In the case **of Municipal Corporation, Faridabad Vs. Siri Niwas AIR 2004 SC 4681**, wherein Hon'ble Apex Court have held,

"that the burden of proof was on the workman to show that he had worked for 240 days in the preceding 12 months prior to his alleged retrenchment u/s 25F of the Industrial Disputes Act, 1947. It is also held that it is improbable that a person working in a Local Authority would not be in possession of any documentary evidence to support his claim before the tr. Apart from muster rolls he could have shown the terms and conditions of his offer of appointment and the remuneration received by him for working during the afore mentioned period. He even did not examine any other witness in support of his case."

9. From the perusal of the documents, filed by Petitioner in support of his claim it is evident that the Petitioner was engaged by the Respondent as a casual labour and was paid monthly wages and bonus. The Respondent has not disputed the engagement but claimed it was for limited cleaning purposes. However, the quantum of wages paid monthly belies the contention of a mere one-hour duty. Further, the Respondent has neither pleaded nor proved that any written notice was issued to the Petitioner before disengagement, nor that one month's wages in lieu of notice or retrenchment compensation was paid.

10. The cross-examination of MW1, the Respondent's witness, further supports the Petitioner's claim. He admitted that he was unaware whether the Petitioner worked from 2003 to 2016, and that no memo was ever issued for any misconduct. He denied knowledge about Ex.W1 and Ex.W2 but accepted that Ex.W10 was in the Petitioner's name. He also stated that during his tenure since 28.02.2022, he alone used to open and close the branch and claimed the Petitioner only did cleaning work. He denied knowledge about dispatch duties handled by the Petitioner during 2003–2016. These admissions, particularly regarding absence of any disciplinary record, and the Petitioner's bank account and wage records, go to show that Petitioner was in continuous engagement from April 2014 to April 2016. Respondent witness MW1 has no where stated that Petitioner had not worked for 240 days in a calendar year and in most of the reply to the question in his cross examination he has shown ignorance which corroborate the case of Petitioner. Thus, the engagement of Petitioner as a casual labour has been admitted by MW1 in his chief statement affidavit.

11. Thus, on the basis of oral and documentary evidence on record it is proved that Petitioner was engaged by the Respondent as a casual labour during the period 2014 to 2016 and he has completed continuous service for at least two years. The Respondent failed to show the compliance of mandatory requirements of **Section 25F of the Industrial Disputes Act, 1947**.

Section 25F :-

Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month' s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

12. In the present case, there is no evidence from Respondent side of issuance of any retrenchment notice, payment of notice in lieu of one month wages, or payment of retrenchment compensation. Therefore, the action of the Respondent in terminating the services of the Petitioner amounts to retrenchment in contravention of the mandatory provisions of Section 25F of the Industrial Disputes Act, 1947. Thus, on the basis of the oral and documentary evidence produced by the Petitioner, it is established that the Petitioner had worked for 240 days continuously in the 12 months of the calendar year immediately preceding the date of his termination, i.e., 26.04.2016. Therefore, before his retrenchment, he was entitled to one month notice or one month wages in lieu of notice and also compensation in accordance with the provision contained under Section 25F of the I.D. Act, 1947.

13. However, the Respondent has terminated the services of the Petitioner without issuing any written notice, or paying one month wages in lieu of such notice, or compensation as mandated. The Respondent has not disputed the genuineness of the documents filed by the Petitioner in support of his claim in respect of payment of wages as well as bonus to the Petitioner as a casual labour for the work done during the period from 2014 to 2016. It is settled law that the strict rule of the Evidence Act are not applicable to the cases filed under I.D.Act, 1947. Hence, the retrenchment of the Petitioner from service has been effected by the Respondent management in contravention of the provision of Section 25F of the I.D. Act, 1947, and same is not sustainable in the eye of law.

This issue is answered accordingly.

14. **Issue No.II**:- Although the Petitioner has prayed in the relief clause that he is entitled to regularization of his services in the Respondent bank, neither in his claim petition nor in his statement of evidence has he stated on what grounds he is claiming regularization in the service of the Respondent bank. In the chief statement affidavit, witness WW1 has stated that it has been the practice with the Respondent bank to deal with over 3400 part-time casual workers in an arbitrary manner, without regularizing them, and that such practice is in violation of the I.D. Act, 1947. It is claimed that since the Petitioner had worked for 13 years in the Respondent bank, he is entitled to regularization under the scheme.

15. In this context, the Respondent has stated that it was the practice of erstwhile Regional Rural Banks to engage casual labour for sweeping and cleaning, with work durations ranging from half an hour to a full day depending on branch exigencies. The casual labourers who were engaged full-time had sought regularization, and as per the directions of the Hon'ble Supreme Court, the Government of India constituted a National Industrial Tribunal under the Chairmanship of Hon'ble Justice Obul Reddy vide Notification No.235 dated 26.11.1987. The award dated 30.04.1990 of the Tribunal stated that employees in the sub-staff cadre who were in service as on 22.02.1991 and completed 240 days of continuous service thereafter be treated as regular employees of RRBs from 22.02.1991. Accordingly, all casual labour eligible for regularization were regularized as a one-time measure.

16. Therefore, it is not correct to say that the Petitioner has been working as casual labour since the last 25 years. The Petitioner was never appointed by the erstwhile Manjeera Grameena Bank as averred by him. In fact, there was no recruitment of sub-staff in Rural Banks across the nation. The engagement of casuals was limited to sweeping, cleaning, and dusting activities, varying from few hours based on necessity.

17. Recruitment in the bank is governed by the Regional Rural Banks (Appointment and Promotion) Rules, notified by the Government of India, under which the Respondent bank undertakes recruitment. However, no proceedings for recruitment of sub-staff (Messengers) have been initiated either by the Respondent or by the erstwhile Manjeera Grameena Bank.

18. The Respondent has further stated that no Government agency can issue oral appointment orders, and therefore the Petitioner's contentions are false and baseless. The Respondent bank was constituted under the Regional Rural Banks Act, 1976, enacted to provide for incorporation, regulation, and winding up of regional rural banks, and to promote the development of agriculture, trade, commerce, and other productive activities in rural areas, including credit to small and marginal farmers and artisans. Therefore, as the Petitioner was already disengaged, his application for regularization could not be considered, and he was treated as ineligible.

19. In support of its contention, the Respondent has filed the Scheme for Regularization of Casual/Daily Wage Workers as Office Attendants (Multipurpose) in Group C, framed in compliance with the directions of the Hon'ble High Court of Telangana in WP Nos. 15294, 15295, 15314, 15315 of 2014, and WP Nos. 6541, 6930, 6985, 11988 of 2023. The said scheme specifically excludes persons who have been disengaged, died, or attained the age of superannuation.

20. Since the Petitioner was not in service at the time of commencement of the scheme, the said scheme is not applicable to him. Accordingly, his claim for regularization is not tenable. The same was intimated to the Petitioner, Sri Yadaiah, by the Respondent bank vide letter dated 31.08.2024 in reference to his application dated 26.06.2024, stating that he did not meet the requirement of 10 years of service and that the scheme was confined to those who were in service and not disengaged. Thus, the candidature of the Petitioner was rejected and intimated accordingly.

Therefore, the claim of the Petitioner for regularization of his services is not maintainable.

This issue is answered against the Petitioner and in favour of the Respondent.

21. **Issue No.III**:- In view of the above discussion and the finding recorded under Issue No.I, it is established that the services of the Petitioner were terminated in contravention of the provisions of Section 25F of the I.D. Act, 1947. Now, the question arises as to what relief the Petitioner is entitled to. From the facts and circumstances of the case, it is undisputed that the Petitioner had worked in the Respondent bank from 2014 to 2016 for a period of two years as a casual labour. Admittedly, he was not engaged in any permanent post. Therefore, in such cases, payment of compensation would be the appropriate relief instead of reinstatement into the employment of the Respondent.

In this context, Hon'ble Supreme Court has laid down the principle which is being discussed as hereunder:-

In the case of BSNL Vs. Bhurumal, Civil Appeal No.10957/2015 AIR 2014 SUPREME COURT 1188, Hon'ble Supreme Court have held:-

"It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wager who does not hold a post and a permanent employee." Jagbir Singh has been applied very recently in Telegraph Deptt. V. Santosh Kumar Seal[12], wherein this Court stated: (SCC p.777, para ll) "In view of the aforesaid legal position and the fact that the workmen were engaged as daily wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice."

…… ……

23. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect, namely in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."

In this context the reference of decision of Hon'ble Supreme Court in the case of **Ashok Kumar Sharma Vs. Oberoi flight Services AIR 2010 SCC page 502** is relevant wherein Hon'ble Supreme Court have held:-

8. In the case of Sita Ram V. Moti Lal Nehru Farmers Training Institute2 this Court considered the matter thus:

"21. The question, which, however, falls for our consideration is as to whether the Labour Court was justified in awarding reinstatement of the appellants in service.

22. Keeping in view the period during which the services were rendered by the respondent (sic appellants); the fact that the respondent had stopped its operation of bee farming, and the services of the appellants were terminated in December 1996, we are of the opinion that it is not a fit case where the appellants could have been directed to be reinstated in service.

23. Indisputably, the Industrial Court, exercises a discretionary jurisdiction, but such discretion is required to be exercised judiciously. Relevant factors therefor were required to be taken into consideration; the nature of appointment, the period of appointment, the availability of the job, etc. should weigh with the court for determination of such an issue.

24. This Court in a large number of decisions opined that payment of adequate amount of compensation in place of a direction to be reinstated in service in cases of this nature would subserve the ends of justice. (See Jaipur Development Authority v. Ramsahai [(2006) 11 SCC 684], M.P. Admn. v. Tribhuban [(2007) 9 SCC 748] and Uttaranchal Forest Development Corpn. v. M.C. Joshi [(2007) 9 SCC 353])

25. Having regard to the facts and circumstances of this case, we are of the opinion that payment of a sum of Rs. 1,00,000 to each of the appellants, would meet the ends of justice. This appeal is allowed to the aforementioned extent. In the facts and circumstances of this case, there shall be no order as to costs."

9. The afore-referred two decisions of this Court and few more decisions were considered by us in the case of Jagbir JT 2008 (3)SC622 Singh V. Haryana State Agriculture Marketing Board3 albeit in the context of retrenchment of a daily wager in violation of section 25F of Industrial Disputes Act who had worked for more

than 240 days in a year and we observed thus:

"7. It is true that earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention to the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice."

Therefore, in view of law laid down by the Hon'ble Apex Court in the facts and circumstances of the case Petitioner is entitled for relief of compensation since the petitioner has put in continuous service for a period to two years as a casual labour. Therefore, in such circumstances, in view of facts and circumstances of the case the grant of Rs.1,00,000/- (Rupees one lakh only) as a compensation to the Workman in lieu of illegal retrenchment would be appropriate relief.

Thus, issue No. III is answered accordingly.

AWARD

In view of the fore gone discussion and finding given at Issue Nos.I, II &III, the action of the Respondent A.P. Grameena Vikas Bank in terminating the services of the Petitioner Sri Yadaiah is held illegal and unjustified as being in violation of provision of Sec.25F of the I.D. Act, 1947. As such, the oral termination order dated 26.4.2016 is hereby set aside. Since he has been terminated from the service in the year 2016 and long period has been elapsed since then, therefore, the Petitioner is entitled to get a compensation of Rs.1,00,000(Rupees one lakh only) for his illegal termination from service. Thereby the Respondent is directed to pay the compensation amount to Petitioner within two months after receiving copy of this award, with all attendant benefits due to the Petitioner, failing which he has to pay the interest of 12% p.a..

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 11th day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Yadaiah	MW1: Sri Kota Rama Krishna

Documents marked for the Petitioner

Ex.W1:	Photostat copy of Circular No.Per & HRD/48/14-15 dated 24.10.2014
Ex.W2:	Photostat copy of BM order dt.1.4.2015, calculating bonus for the yr.2014-15
Ex.W3:	Photostat copy of Circular/APGVB/Genl/01/2015-16 dt. 30.3.2016 in which bank ordered payment of bonus for the year 2014-15 duly collecting bio-data also
Ex.W4:	Photostat copy of representation dt.27.4.2016 to Chairman, APGVB
Ex.W5:	Photostat copy of representation dt.27.4.2016 to Chairman, NCSC
Ex.W6/1:	Photostat copy of payment of wages for 04/2016 dt.5.5.2016
Ex.W6/2:	Photostat copy of payment of wages for 03/2016 dt.2.4.2016
Ex.W6/3:	Photostat copy of payment of wages for 01/2015 dt.3.2.2016
Ex.W6/4:	Photostat copy of payment of wages for 09/2015 dt.7.10.2016
Ex.W6/5:	Photostat copy of payment of wages for 07/2015 dt.2.8.2015
Ex.W6/6:	Photostat copy of payment of wages for 04/2015 dt.30.4.2016
Ex.W7:	Photostat copy of representation dt. 3.6.2016 submitted to authorities including RLC for my reinstatement
Ex.W8:	Photostat copy of statement of accounts dt.10.8.2016 closing Petitioner's account by the old BM duly clearing loan of Yadaiah and Smt. Nagamani
Ex.W9:	Photostat copy of lr.No.APGVB/Per.HRD /2885/2016-17 dt.15.12.2016
Ex.W10:	Photostat copy of SB a/c No.1082838777 dt.4.1.2017 from 1.4.2014

Documents marked for the Respondent

NIL

नई दिल्ली, 25 जुलाई, 2025

का.आ. 1422.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नौसेना आयुध डिपो के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (55/2024) प्रकाशित करती है।

[सं. एल- 12025/01/2025-आई.आर (बी -I)-87]

सलोनी, उप निदेशक

New Delhi, the 25th July, 2025

S.O. 1422.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 55/2024*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Naval Armament Depot and their workmen.

[No. L-12025/01/2025- IR (B-I)-87]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 1st day of July, 2025

INDUSTRIAL DISPUTE No. 55/2024

Between:

The General Secretary,
Naval Armament Depot Civil
employees Union,S-2, Flat No. 202,
D.No. 58-11-130/1, Golden Towers,
Karasa, Visakhapatnam-530009.

.....Petitioner

AND

The Chief General Manager,
Naval Armament Depot,
Visakhapatnam-530009. **Respondent**

Appearances:

For the Petitioner : None

For the Respondent: Shri Ravinder Viswanath, advocate

AWARD

The Government of India, Ministry of Labour by its Order no. 8/34/2024-B1 dated 04.12.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Naval Armament Depot, and their workmen. The reference is,

SCHEDULE

"Whether the action of management of Naval Armament Depot, Visakhapatnam by unilaterally implementing the provisions of Security Standing Orders in their establishment is justified? If not, what relief the concerned workmen are entitled to?"

The reference is numbered in this Tribunal as I.D. No 55/2024 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 1st day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 28 जुलाई, 2025

का.आ. 1423.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार श्रेष्ठ डिटेक्टिव सिक्योरिटी प्राइवेट लिमिटेडके प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **आसनसोल** के पंचाट (26/2023) प्रकाशित करती है।

[सं. एल- 39025/01/2025-आई.आर (बी-II)-20]

सलोनी, उप निदेशक

New Delhi, the 28th July, 2025

S.O. 1423.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 26/2023*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Asnssol* as shown in the Annexure, in the industrial dispute between the management of Shresth Detective Security Pvt. Ltd. and their workmen.

[No. L-39025/01/2025- IR (B-II)-20]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,

ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 26 OF 2023

PARTIES: Paritosh Roy

Vs.

Management of M/s. Shresth Detective Security Pvt. Ltd.

REPRESENTATIVES:

For the Union/Workman: None.
For the Management: None.
INDUSTRY: Security Services.

STATE: West Bengal.

Dated: 03.06.2025.

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order **No. 1(6)/2023/E** dated 13.04.2023 has been pleased to refer the following dispute between the employer, that is the Management of M/s. Shresth Detective Security Private Limited and their workman for adjudication by this Tribunal. A Corrigendum was received bearing No. 1(06)/2023-E dated 21.09.2023 revising the address of the workman and Schedule, as follows :

SCHEDULE

" Whether the action of the management of M/s. Shresth Detective Security Private Ltd. under Bank of India, Benachity Branch, in terminating service of Sri Paritosh Roy, Ex. Security Guard is justified? If not, what relief the workman is entitled to? "

1. On receiving Order **No. 1(6)/2023/E** dated 13.04.2023 from the Office of the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute a Reference case was registered on 15.05.2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Case is fixed up today for the tenth consecutive date for appearance and filing written statement by the parties. It is 12.25 PM now. On repeated calls none appeared for the aggrieved workman Paritosh Roy, Ex-Security Guard and for the management of M/s. Shresth Detective Security Private Limited.

3. After registration of the case Notice was issued to both parties fixing 30.06.2023 for their appearance and for filing written statement. The case was thereafter fixed on 21.08.2023, 04.10.2023, 13.12.2023, 12.02.2024, 18.03.2024, 09.08.2024, 20.01.2025, 07.05.2025 and today i.e., on 03.06.2025 for appearance and filing written statement by the parties. I find that reasonable opportunities have been extended to the parties to represent their case before this Tribunal. No effective step has been taken by the aggrieved workman as well as his employer. Under such circumstances, no further time is required to be granted. The scheduled dispute is therefore dismissed for non-prosecution. Let an No Dispute Award be drawn up.

Hence,

ORDERED

that a No Dispute Award be drawn up in respect of the above Reference case. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 29 जुलाई, 2025

का.आ. 1424.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-I के पंचाट (07/2017) प्रकाशित करती है।

[सं. एल- 12011/30/2016-आई.आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 29th July, 2025

S.O. 1424.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 07/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Punjb & Sind Bank and their workmen.

[No. L-12011/30/2016- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam, H.J.S.

ID No.07/2017

Registered on 12.05.2017

Manjit Singh through General Secretary, The North India Bank's SC/ST Employees Federation (Regd.) C/o H.No.3086/2, Chandigarh.

.....Workman

Versus

1. Deputy General Manager, Punjab & Sind Bank, Sector 17, Chandigarh.
2. The Managing Director, Punjab & Sind Bank, Bank House, HO 21, Rajendra Place, New Delhi.

.....Management

Sh. O.P. Indal AR for Workman

Sh. Ranjan Lohan AR for Management

Judgment reserved on 27th June, 2025

Judgment Pronounced on 14th July, 2025

JUDGMENT/AWARD

1. **Outline**- Instant Industrial Dispute has been registered for adjudication on the basis of a Reference vide Notification No. L-12011/30/2016-(IR(B-II) dated 01.05.2017 under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), of the Ministry of Labour-Government of India as follows:-

"**Whether the action of the management of Punjab & Sind Bank, Chandigarh in refusing back wages and consequential benefits to the workman Shri Manjit Singh is legal, just and valid? If not, then, to what relief the concerned workman is entitled to and from which date?.**"

2. **The case of Workman/ Petitioner-** The workman was appointed as Clerk in 1980 with the Respondent-Banks. It is said that in 1996 the workman was falsely implicated in a case of his brother's wife suicide wherein the workman was accused of committing of abetment. The workman faced Criminal Trial and the Session Court convicted the workman on 17.04.2001 and sent to Jail against which an appeal was filed by the workman before Punjab & Haryana High Court in which conviction was stayed and the workman was released on bail after 44 days. The further case of the workman has been that despite the repeated request with the Bank to not to proceed in the matter, the respondent management issued a show cause notice and without serving any charge sheet dismissed him from service in Arbitrary and illegal manner on 11.04.2002. In the appeal, the conviction order passed by Session Court was set aside by the Hon'ble High Court vide order dated 14.01.2011. The Judgment of acquittal passed by Hon'ble Punjab & Haryana Court was challenged before Hon'ble Supreme Court by filing appeal which was dismissed by Hon'ble Supreme Court vide order dated 18.04.2011 (wrongly typed as 20.04.2011 in the petition). It is further case of the workman that the workman was again re-instated on 14.05.2011 but was denied back wages arbitrarily. The workman was kept out of Job for nine years i.e. from 11.04.2002 to 13.05.2011. It is said that the dismissal order passed by the management was wrong and arbitrary. The further case of the workman claimant has been that against illegal withholding of back wages for 9 years (from 11.04.2002 to 13.05.2011) several representations were given to the management but the management has not agreed to pay back wages and only allowed three increments which were due during the nine years between 11.04.2002 to 13.05.2011. The claimant continued to represent against arbitrary order of dismissal and thereafter, withholding of back wages. According to further case of claimant workman the action of management was arbitrary and illegal for various reasons including no charge sheet, no departmental proceedings, in violation of natural justice, against applicable rule and procedure and action being dual stand of management. By filing claim petition the workman claimant has raised consolidated demand/ claim of Rs.1,65,60,738/- (One Crores Sixty Five Lacs Sixty Thousand Seven Hundred and Thirty Eight) with a prayer seeking direction to Bank for payment of this much amount alongwith other consequential benefits like seniority, promotion, pension and gratuity etc with interest @18% per annum from the date of approval till the date of payment.

3. **The case of Management-** In response to the claim petition the respondent-management has filed its written statement stating that the claim statement/ reference is not maintainable and the claim demanded by the workman is baseless. It is said that the workman was convicted & sentenced by the Ld. Sessions Court, Ropar vide order dated 17.04.2001 under Section 306, 498-A & 34 IPC and was confined to Jail. On the basis of said conviction the workman was dismissed from services in terms of provisions of Section 10 (1) (b) of the Banking Regulation Act, 1949 and Clause 19.3 (b) under Chapter XIX of the Bipartite Settlement. It is further stated by management that after acquittal of workman-claimant by Hon'ble High Court he was reinstated in the service by the competent authority vide order dated 10.05.2011. It is the further case of the management that dismissal of the claimant was on the basis of conviction and there was no stay against said conviction. The claimant workman had disabled himself from

rendering the Bank service on account of his conviction and consequential confinement in Jail, he was not entitled for back wages upon his reinstatement. According to the management it was very clear and categorically mentioned in order of reinstatement that claimant will not be entitled to any back wages/ monetary benefit from the date of dismissal till the date of reinstatement in service. It is also case of management that claim/ demand of workman claimant is highly belated and this is an after thought. The claimant had never challenged order of reinstatement dated 10.05.2011 till his retirement on 31.08.2015. It is only after one year of the retirement the applicant has raised present claim against the bank. According to case of management on the date when this Industrial Dispute has been raised, there has been no employer-employee relationship between the workman-claimant and the bank. The resolution of employees federation has been passed on 07.03.2016 and claim was filed before ALC on 09.03.2016 when already the workman claimant have seized to be an employee of the bank. While replying the contentions raised in claim petition parawise, the allegations made by workman has been denied. It is denied that action of the Bank management was illegal and arbitrary. The dismissal order was passed in terms of provisions of banking regulation and bi-partite settlement since there was no stay of conviction and applicant himself rendered him disable to discharge Bank duty after his conviction and confinement in Jail there was no question of giving him Bank wages during which he was out of service. In the last it has been stated by bank-management that claim petition has no merit and same may be dismissed and the reference may be declined/ rejected in the interest of justice.

4. **Issues**-The terms of reference are the only issues which require adjudication by this Tribunal.

5. During hearing of the case the workman Manjit Singh got examined as Workman Witness No.1 and during his evidence certain documents were brought on record and were marked as Exhibits as follows:

Sr. No.	Particulars	Annexure/ Exhibit
1.	Copy of ID Application	Ex. C-1
2.	Copy of Order dated 01.05.2017	Ex. C-2
3.	Copy of Dismissal Order dated 11.04.2022	Ex. C-3
4.	Copy of Protest Letter dated 17.05.2022	Ex. C-3A
5.	Copy of Order	Ex. C-4
6.	Copy of Order of Hon'ble Supreme Court dated 14.01.2011	Ex. C-5
7.	Copy of Order for reinstatement dated 14.05.2011	Ex. C-6
8.	Copy of Letter issued by Bank dated 10.05.2011	Ex. C-7
9.	Copy of Letter dated 20.06.2013	Ex. C-8
10.	Copy of correspondences	Ex. C-9
11.	Copy of Arrear Sheet	Ex. C-10

6. During hearing of the case Management one witness namely Deepak Kumar Sayogi (Punjab & Sind Bank) Branch Office, Sector 34, Chandigarh got examined as Management Witness and affidavited examination in chief of witness Deepak Kumar Sayogi has been marked as Ex. MW-1/A. No other documents were brought on record.

7. **Arguments of Parties:** Heard Ld. Counsel for the workman and Ld. Counsel for the Opposite Party/ Management of Punjab & Sindh Bank. It has been submitted by Ld. Counsel on behalf of workman that during entire service there was no complaint against the workman in connection with his discharge of duties as bank employee and conduct, however, because of unfortunate incident in his family, and he is being implicated in a Criminal case related to death of his younger brother's wife he was dismissed in straightway soon after conviction by Session Judge. It is further argued that although the conviction and sentence awarded by Ld. Session Judge was set aside by Hon'ble High Court and he was acquitted in the case. After acquittal in the case although the workman claimant was reinstated but he was not paid a salary for 9 years and only increments were given on representation. According to Ld. Counsel further even the Judgment of acquittal passed by Hon'ble High Court was challenged in Supreme Court but the Supreme Court upheld decision of Hon'ble High Court and dismissed the SLP. It is argued that being an accused in a Criminal Case of alleged dowry death is not misconduct as per bi-partite settlement as well as under the Banking Regulation Act, 1949. It is also argued that without holding any enquiry under the rule and procedure the bank management cannot illegally withhold the salary of workman for the period during which the workman claimant was

illegally kept out of service by the bank. Reliance has been placed on reported decisions *2006 AIR SCW 5779 Jasbir Singh Versus Punjab & Sindh Bank, ILR Punjab and Haryana 2005 (2) Page 267 Shashi Kumar Versus Uttari Haryana Bijli Vitran Nigam,* Supreme Court decision dated 12.08.2013 in Civil Appeal 6767 of 2013 case *Deepali Gundu Surwase Versus Kranti Junior Adhyapak Maha Vidyalaya, 2014 (11) SSC 85 Bhuvnesh Kumar Diwedi Versus M/s Hindalco Industries, 2014 (1) SSC 301 Raghubir Singh Versus General Manager, AIR 2015 Supreme Court 1373 Mackinon Mackenzie Versus Mackinon Employees Union.*

8. Ld. Counsel appearing on behalf of Management on the other hand submitted that the claim of workman is not admissible as same has been raised after retirement. It is further argued that after reinstatement in the service the workman was promoted and he retired as bank manager and even after retirement he waited for three years and thereafter, raised the claim as per Section 2 A of ID Act. Such claim cannot be raised as neither termination/ dismissal has been challenged nor Industrial Dispute has arisen out of termination/ dismissal. It is further argued that the present Industrial Dispute is not maintainable as no claim has been filed under Section 33-C of Industrial Dispute Act and wrong reference has been received under Section 10 of the ID Act. According to Ld. Counsel for the management at the time of reinstatement itself withholding of salary for the period when the claimant was out of service was mentioned and he kept mum during his entire service till superannuation and now he cannot claim the back wages. The Ld. Counsel for the management has placed his reliance on reported decisions *2001 (9) SSC 402 Sanat Kumar Diwedi Versus Dhar Jila Sarkari Bhoomi Vikas Bank Maryadita and others* and argued that where workman by his conduct has accepted reinstatement without back wages he cannot raise dispute regarding back wages. The Ld. Counsel has further relied on another case law *1996 (11) SSC 603 Ranchhod Ji Chaterjee Thakore Versus The Superintendent Engineer Board* and has argued that where petitioner himself involved in an offence under Section 302 Indian Penal Code and later on acquitted in that case petitioner disabled himself from rendering the service on account of conviction and incarceration in Jail and therefore he cannot claim back wages. The Ld. Counsel for management has also placed reliance on *2004 AIR SC 1005 Union of India Versus Jaipal Singh* and a decision of Hon'ble Punjab & Haryana High Court passed in *CWP 18118 of 2006 Punjab & Sindh Bank Versus Jai Singh* and has submitted that the claim of workman is not maintainable.

FINDINGS

9. The present ID Case has arisen out of reference dated 01.05.2017 under Section 10 of Industrial Dispute Act referred by Government of India, Ministry of Labour. As per the reference the legality and validity of not paying back wages and consequential benefits to workman Sh. Manjit Singh are to be adjudicated. As per the claim petition filed workman Manjit Singh the prayer has been made for declaring the withholding of back wages and consequential benefits as illegal, arbitrary and it has been further prayed that respondent management be directed to pay back wages of workman claimant to the tune of Rs.1,65,60,738/- upto 30.04.2018 alongwith other consequential benefits like seniority, promotion, pension and gratuity etc. It is not in dispute that the workman Manjit Singh was an employee of Punjab & Sind Bank as a clerk since 1980. In year 1996 his brothers wife allegedly committed suicide and he was made an accuse for abatement to suicide in dowry related death and it is also a fact that upon trial he was found guilty and convicted by the Sessions Court, however, in appeal before Hon'ble Punjab & Haryana High Court he was acquitted. On the ground of workman being involved in a Criminal Case and his conviction by Sessions Court he was dismissed from service vide order dated 11.04.2002 passed by General Manager (Disciplinary Authority). It is further an admitted fact that after acquittal by Hon'ble Punjab & Haryana High Court and dismissal of SLP by the Hon'ble Supreme Court, the workman was reinstated vide letter dated 10.05.2011 (Ex. C/7) but while reinstating the workman was given same basic pay which he was drawing at the time of dismissal and he was deprived to any back wages/ Monetary benefits for the period from the date of dismissal to the date of reinstatement in service. The only dispute in the present proceeding which requires an adjudication is whether the action of management of Punjab & Sindh Bank in refusing back wages and consequential benefit to the workman is legal, just and valid?

10. From the perusal of case record it appears that after reinstatement the workman remained in continuous service of the bank till his superannuation. It may also be noted that during his continuous service after reinstatement even he was given three stagnation increments which were due during the period when he was out of service on account of his dismissal and that he before his superannuation was also promoted to the rank of Branch Manager and was superannuated on 31.08.2015. From the evidence of workman Manjit Singh through his cross examination it is admitted fact that the present claim has been raised after about three years of his retirement as Manager and therefore, it may be held that on the date when the present claim was raised the claimant Manjit Singh was not an employee of the bank as he had already retired from the service. The further fact which appears from perusal of record and

evidence is that when the workman was dismissed from service vide order dated 11.04.2002 the dismissal order was not challenged before any authority. Not only this after acquittal by Hon'ble High Court when the workman Manjit Singh was reinstated vide ordered dated 10.05.2011 of the management of Punjab & Sindh Bank he accepted the reinstatement and joined his service and had not challenged withholding of back wages and other monetary benefits for the period from the date of dismissal to the date of reinstatement, although he appears representing to the management and requesting release of back wages of that very period.

11. In a reported decision *2001 (9) SCC 402 Sanat Kumar Diwedi Versus Dhar Jila Sahakari Bhoomi Vikas Bank Maryadit & Ors.* it has been held by Hon'ble Supreme Court that where there has been break in service and if the order of reinstatement without back wages is accepted by the workman by his conduct of joining duty, subsequently he cannot raised dispute regarding back wages. However, when reinstatement is granted without any stipulation that necessarily means continuity of service which is implicit in reinstatement and in that case there cannot be any break in service. In the present case in the order of reinstatement itself the authority has specifically mentioned that after the reinstatement in service he will not be entitled to any back wages/ monetary benefits and any other benefits for the period from the date of dismissal to the date of reinstatement in service. Not only this upon representation of workman a communication was further given by bank management to the workman that after considering the request for grant of consequential benefit for the period from the date of dismissal to the date of reinstatement the competent authority has restored three increments and he will not be paid any back wages or any other monetary benefits for the said period. Remarkably this information contained in letter dated 20.06.2013 from the Head Office of the Punjab & Sindh Bank to the Zonal Manager, Chandigarh, was not challenged again before any authority by agitating the entitlement of back wages. In another reported decision of Hon'ble Supreme Court *1996 (11) SCC 603 Ranchodji Chaturji Thakore Versus The Superintendent Engineer, Gujarat Electricty Board.* It has been held that where petitioner involved himself in an offence under Section 302/34 IPC and later on acquitted, the petitioner disabled himself from rendering the service on account of conviction and incarceration in Jail. Under this circumstances, the petitioner is not entitled to payment of back wages. The fact of present case also similar to that of above referred reported decision as the claimant Manjit Singh was involved in an alleged dowry death case and even he was convicted by Sessions Court and was although acquitted by Hon'ble High Court but because of involvement in a Criminal Case and his conviction he was unable to render his services to the bank. In yet another reported decision of Hon'ble Supreme Court *2004 AIR (Supreme Court 1005) Union of India & Ors. Versus Jaipal Singh,* it has been held that where termination from the service had been done on the ground of conviction and after acquittal in appeal reinstated with back wages. The employee only entitled to reinstatement but cannot be granted back wages because the employer cannot be blamed and made liable for the personal conduct of the employee. The Supreme Court has further held in this reported decision that matter may be different in case the termination was on the complaint of the employer for any act and conduct of the employee in the course of his employment.

12. The case laws relied upon by claimant workman do not applied to the present case. In case of Jasbir Singh Versus Punjab & Sindh Bank *2006 AIR, SCW 5779* it was a case where allegations against the appellant (employee) was for fraudulently withdrawing a sum of Rs.25,000/-. A departmental proceeding was initiated, however he was acquitted in Criminal case under Section 409, 201 of IPC. In that case the bank had also filed a Civil Suit for recovery of alleged embezzled amount but failed. In these factual circumstances the Hon'ble Supreme Court had ordered appellant (employee) to be reinstated with back wages. The another case *Shashi Kumar Versus Uttari Haryana Bijli Vitran Nigam* relied upon by workman also not applicable to present case as there was allegation against the petitioner (employee) under prevention of corruption Act and Punjab Civil Services Rules, and he was removed from service. The Hon'ble High Court had acquitted the petitioner by giving benefit of doubt but his claim of reinstatement was rejected on the ground that he has not been fully exonerated. In that factual situation. The Hon'ble Court directed reinstatement of the petitioner in service with all consequential benefits. Similarly, the case law cited by workman *Deepali Gundu Surwase Versus Kranti Junior Adhiyapak, Mahavidyalaya* was a case where the question before the Hon'ble Court was whether the appellant was entitled to wages for period during which she was forcibly kept out of service by the management of the school. In the present case there is no forceful keeping out of claimant workman from the service infact order for dismissal was passed only after he was held guilty and convicted by the Sessions Court in a Trial for alleged dowry death/ abatement of suicide. There is no material on the case record to show that his conviction was also stayed during pendency of criminal appeal before Hon'ble High Court.

13. The claim of workman Sh. Manjit Singh is also not maintainable for other reasons as well. One may notice that the claimant Manjit Singh has not challenged his dismissal or his reinstatement without back wages. The Section 2A of the Industrial Dispute Act applies in a case where employee challenges his discharge, dismissal, retrenchment

or otherwise termination of service. In the present case neither dismissal, termination or any retrenchment is challenged and therefore, the claim petition giving color of an Industrial Dispute is apparently not maintainable in the present case. Infact, the claim of workman is of pure claim of certain dues which has been denied by the Bank Management as stated hereinabove denial of said claim was not agitated well within reasonable time period and when the workman was still in service but it has been raised only after superannuation and that to even after the lapse of three years of superannuation meaning thereby there has been deliberate latches on the part of workman and this may be treated another reason for not accepting the claim of workman Manjit Singh. My above view finds support from a decision of Hon'ble Punjab & Haryana High Court passed in CWP No.18118 of 2006 Punjab & Sindh Bank Versus Jai Singh wherein it has been held by Hon'ble High Court that dismissal of employee from service was done by disciplinary authority for misappropriation of certain amount but in the Criminal Proceeding he was acquitted a reference which was passed after 11 years from the date of demand notice was treated as a dead claim. In the present case also it is clear from the conduct of workman himself that he remained silent from his reinstatement in year 2011 till his superannuation and had not challenged or made any claim before competent authority. Although as per claim statement he kept writing to the management but once management refused his request for grant of back wages, the workman claimant kept silent for several years and after three years of his retirement in August, 2015 he raised his claim for back wages which cannot be accepted as it has been beyond a reasonable period of limitation. The workman Manjit Singh himself has admitted not raising any Industrial Dispute from 10.05.2011 till his retirement on 31.08.2015 and it may therefore be held that when claim for back wages has been raised there was no employee-employer relationship between the bank and the claimant. As I have already observed hereinabove that since dismissal was not challenged before any competent authority or before this Tribunal and therefore, there is no occasion to record any finding as to whether the dismissal of workman on the ground of his conviction in a Criminal Case was as per law or not but when the workman was offered reinstatement by the bank management he accepted his reinstatement despite refusal of his entitlement for back wages for the period when he was out of service on account of his dismissal and this refusal of back wages was also not challenged anywhere well within reasonable period. Therefore, in my considered view the present claim petition and reference cannot be accepted.

14. In the light of discussion made hereinabove and in the facts and circumstances of the present case the present reference No. 12011/30/2016-(IR(B-II) dated 01.05.2017 is decided against the workman and it is held that the workman Sh. Manjit Singh is not entitled for back wages for the period from date of dismissal till his reinstatement. The reference is answered and adjudicated accordingly.

15. It is therefore-

ORDERED

That the present ID No.07/2017 titled as Manjit Singh Versus Punjab & Sindh Bank arising out of reference No.12011/30/2016-IR(B-II) dated 01.05.2017 is dismissed and the workman Sh. Manjit Singh is not entitled for back wages for the period from date of dismissal till his reinstatement. The reference is answered and adjudicated accordingly.

16. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

Dated: 14.07.2025

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 29 जुलाई, 2025

का.आ. 1425.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया (तत्कालीन एसबीएच)के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (1/2018) प्रकाशित करती है।

[सं. एल- 12025/01/2025-आई.आर (बी-I)-89]

सलोनी, उप निदेशक

New Delhi, the 29th July, 2025

S.O. 1425.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 1/2018*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Stte Bank of India (Erstwhile SBH) and their workmen.

[No. L-12025/01/2025- IR (B-I)-89]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 7th day of July, 2025

INDUSTRIAL DISPUTE LC No.1/2018

Between:

Santosh Kumar Gaikwad,

S/o Ramesh, Aged 38 years,

R/o H.No. 12-2-417/B/41,

State Bank of India Colony,

Gudimalkapur, Mehdipatnam. ..….Petitioner

AND

1. State Bank of India (Erstwhile SBH),
   Office at Koti, Bank Street, Hyderabad,
   Rep. By its Chief General Manager.
2. The Asst. General Manager,
   State Bank of India (Erstwhile SBH),
   Punjagutta Branch (20072),
   Hyderabad Dist. ….Respondent

Appearances:

For the Petitioner: M. Kiran Kumar, Advocates

For the Respondent: Y. Ranjeeth Reddy, Advocate

AWARD

Sri Santosh Gaikwad, who worked as Safiakaramchari/ Attender (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents State Bank of India with a prayer to direct the Respondents management to reinstate the Petitioner into service with continuity of service, with full back wages, with all other attendant benefits.

2. On the date fixed for Petitioner's evidence, Petitioner called absent. Despite providing sufficient opportunity Petitioner did not adduce any evidence to substantiate his claim. Therefore, a 'No claim' award is passed for want of evidence.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 7th day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 29 जुलाई, 2025

का.आ. 1426.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **बैंक ऑफ बडोदा** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (65/2022) प्रकाशित करती है।

[सं. एल- 39025/01/2025-आई.आर (बी-II)-22]

सलोनी, उप निदेशक

New Delhi, the 29th July, 2025

S.O. 1426.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 65/2022*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management Bank of Baroda and their workmen.

[No. L-39025/01/2025- IR(B-II)-22]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 20th day of June, 2025

INDUSTRIAL DISPUTE No. 65/2022

Between:

Smt. Boggavarapu Obulamma,

S/o Obulpathi, D.No. 1-1499,

Yerramukkapalle, Poosalaveedhi,

Kadapa-516003. **……Petitioner**

AND

1. The General Manager,
   (Principal Nodal Officer),
   Bank of Baroda, Baroda Bhawan,
   7th Floor, R.C Dutt Road,
   Vadodara-390007.
2. The Zonal Manager,
   Bank of Baroda, Door No.
   3-6-289, First Floor, Kareem
   Manzil, Old MLA quarter Road, Hyderguda,
   Hyderabad-500029.
3. The Branch Manager,
   Bank of Baroda,
   Kadapa, Y.S.R. Kadapa Dist.-

….Respondent

Appearances:

For the Petitioner : Shri Y. Ranjeeth Reddy, Advocate

For the Respondent: Shri MRS Gopal, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.7/9/2022-B1 dated 29.06.2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Bank of Baroda and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of Bank of Baroda (Erstwhile Vijaya Bank), YSR Kadapa in terminating the services of Smt Boggavarapu Obulamma, temporary-sweeper without notice is legal, proper and justified or not? If not, to what relief the workman is entitled to"?

The reference is numbered in this Tribunal as I.D. No 65/2022 and notices were issued to the parties concerned.

2. After filing claim statement Petitioner remained absent. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner

has not substantiated his claim by any evidence, therefore, a 'Nil Award' is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 20th day of June, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1427.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल ऑफिसर कमांडिंग के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **गुवाहाटी** के पंचाट (16/2021) प्रकाशित करती है।

[सं. एल- 12025/01/2025-आई.आर (बी-I)-90]

सलोनी, उप निदेशक

New Delhi, the 30th July, 2025

S.O. 1427.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 16/2021*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Guwahati* as shown in the Annexure, in the industrial dispute between the management of General Officer Commanding and their workmen.

[No. L-12025/01/2025- IR (B-I)-90]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM.

PRESENT: Shri Ananda Kumar Mukherjee.
Presiding Officer/Link Officer,
CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 16 of 2021.

PARTIES: Sri Saurav Paul, Satgaon, Pragati Nagar, By lane-5, House No.-69,
Guwahati Metro, PO- Udayan Vihar, Pin-781171. **…… Workman/Applicant.**

-Vrs-

The GOC, HQ 51, Sub-Area, C/o – 99 APO, Satgaon, Guwahati-781027 and The Proprietor, M/s Loknath Builders, Railway Bazar, P.O.- Alipurduar Junction , Dist- Alipurduar, West Bengal-736123.

….OP/Management.

REPRESENTATIVES:

For the Workman : None
For the Contractor : None

For the Management. : None

INDUSTRY : General Officer Commanding (GOC), HQ, Guwahati.

STATE : Assam.

Date of Award : 16/06/2025.

AWARD

Case is specially fixed up today for hearing and disposal as last chance. Notice was issued to both the parties under registered post informing them that the case is fixed up today i.e. 16-06-2025. None appeared for the parties on repeated call at 2.10 p.m. A petition has been filed on behalf of M/s Loknath Builders (O.P. No.3) the Contractor firm praying for supply of Written Statement and evidence-in-chief filed by the workman. None move the petition. Concerned advocate is not found available as he has already left. Petition is considered and rejected.

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India, Ministry of Labour and Employment has referred the scheduled dispute through the Deputy Chief Labour Commissioner (Central), Guwahati, by Order **No. G/R. 8(08)/2021-Dy.CLC(C)-Samadhan** dated 23-07-2021 to this Tribunal for adjudication.

SCHEDULE

Whether the oral termination of services of Shri Saurav Paul, Ex- Sweeper-cum-Cleaner/Contract Labour employed by the management of the GOC, Hq 51 Sub-Area, through the contractor, M/s Loknath Builders w.e.f. 31-08-2020 and non-payment of wages for July and August 2020 and denial of bonus for the years 2017, 2018, 2019 and 2020 are legal and justified? If not, what relief the workman is entitled?

Case was registered on 02-08-2021. Notice under registered post were issued to the parties for appearance and filing Written Statements. Saurabh Paul filed Written Statement on 07-09-2021 stating that he has been terminated from service since 31-08-2020 from the post of Sweeper and cleaning staff and denied bonus for the years 2017, 2018, 2019 and 2020. General Officer Commanding (GOC), HQ, 51, Sub-Area, C/o – 99 APO, Satgaon, Guwahati filed their Written Statement on 28-09-2021. It is stated that Saurabh Paul was employed on contractual basis through M/S Loknath Builders, Alipurduar, West Bengal as a conservancy person and the period of engagement was from 10th May,2019 to 9th May,2020, 10th May,2020 to 9th July,2020 and 25th August,2020 to 24th August,2021. It was agreed that labourers employed by Contractor would not be entitled to claim the status of Government servant and they would not be considered for permanency. It is further stated in the Written Statement that conservancy staff employed by M/S Loknath Builders have no right to claim any relief against the employer establishment.

The case was fixed up for evidence of workman witness on several dates, but the workman did not appear after reasonable opportunity, nor did he file his affidavit-in-chief. It appears to me that the workman is not inclined to proceed with the case for which he has not adduce any evidence. In the instant case the workman is not entitled to any relief against the General Officer Commanding (GOC), HQ, Guwahati.

It appears from the record the workman is not inclined to pursue the case. Under such circumstance the Industrial Dispute is dismissed for default.

Hence,

ORDERED

The Industrial Dispute is dismissed for default. Let an Award be drawn up. Copies of the Award in duplicate be sent to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer/Link Officer

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1428.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल ऑफिसर कमांडिंग के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **गुवाहाटी** के पंचाट (07/2021) प्रकाशित करती है।

[सं. एल- 12025/01/2025-आई.आर (बी-I)-91]

सलोनी, उप निदेशक

New Delhi, the 30th July, 2025

S.O. 1428.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 07/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Guwahati* as shown in the Annexure, in the industrial dispute between the management of General Officer Commanding and their workmen.

[No. L-12025/01/2025- IR (B-I)-91]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM.

PRESENT: Shri Ananda Kumar Mukherjee.

Presiding Officer/Link Officer,

CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 07 of 2021.

PARTIES: Sri Sanjib Puri, PA-22, Pirbaba Colony, Satgaon Narangi Cantt., P.O.-Satgaon, Guwahati-781027. **……Workman/Applicant.**

-Vrs-

The Management of (1) GOC, HQ 51, C/o – 99 APO, Satgaon, Guwahati-781027 and (2) The Proprietor, M/s Loknath Builders, Railway Bazar, P.O.-Alipurduar, Junction, Dist- Alipurduar, West Bengal-736123. **….OP/Management.**

REPRESENTATIVES:

For the Workman : None

For the Contractor : None

For the Management. : Mr. Hareesh Gupta, Ld. Counsel.

INDUSTRY : General Officer Commanding (GOC), HQ, Guwahati.

STATE : Assam.

Date of Award : 16/06/2025.

AWARD

Sri Sanjib Puri, Ex-Sweeper engaged under the Management of General Officer Commanding, HQ, Guwahati is found absent on call. It is 1.45 p.m. now. Case is fixed up during special campaign for hearing and disposal.

Mr. Hareesh Gupta, Ld. Counsel has appeared for General Officer Commanding (GOC), Guwahati and filed his attendance.

Petition is filed on behalf of M/s Loknath Builders (O.P. No.3) praying for a direction upon workman and the authority to furnish the copy of Written Statement and evidence-in-chief on the ground that the same have not been serve upon O.P. No.3 till date. The petition is not move. None is found present on behalf of the Loknath Builders. The petition is considered and rejected. On perusal of the record, I find that Sanjib Puri has been examined on oath on 26-10-2021 but till date he has not put his signature on the evidence sheet.

As per order dated 30-05-2025 notices were issued to parties under registered post fixing the case today for evidence as last chance and hearing. The concern employee Sanjib Puri has not appeared. His evidence is without any signature, therefore it has no relevance and the same cannot be considered for the purpose of adjudication

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Deputy Chief Labour Commissioner (Central), Guwahati, issued Order **No. G/R. 8(36)/2021-RLC(C)** dated 22-06-2021, referring the scheduled dispute to this Tribunal for adjudication.

SCHEDULE

"Whether the oral termination of services of Shri Sanjib Puri, Ex- Sweeper-cum-Cleaner, Contract Labour employed by the management of the GOC, HQ 51 Sub-Area through the Contractor, M/s Loknath Builders w.e.f. 06-10-2020 and non-payment of wages for July to October, 2020 and denial bonus for the years 2019 and 2020 are legal and justified? If not, what relief the workman is entitled?"

This case was registered on 23-06-2021. Notices were issued under registered post to the aggrieved workman, GOC, HQ 51 Sub Area, C/o – 99 APO, Satgaon, Guwahati and the Proprietor, M/s Loknath Builders, Railway Bazar, Alipurduar, West Bengal.

The workman filed his Written Statement on 10-08-2021, contending that he has been verbally terminated

from service under Management of General Officer Commanding, HQ 51, C/o – 99 APO, Satgaon, Guwahati w.e.f. 05-11-2020. Management filed their reply on 21-09-2021. The case was fixed up for evidence. Sanjib Puri did not file affidavit-in-chief and examine himself on oath.

Since the date of his examination on 26-10-2021 the witness did not turn up to put his signature on the evidence sheet. The statement made by him therefore cannot be considered.

It appears from the record that the workman is not inclined to pursue the case. Under such circumstance the Industrial Dispute is dismissed for default.

Hence,

ORDERED

That the Industrial Dispute raise by the workman Sanjib Puri is dismissed for non-prosecution. Let a No Dispute Award be drawn up. Copies of the Award in duplicate be sent to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer/Link Officer

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1429.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल ऑफिसर कमांडिंग के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **गुवाहाटी** के पंचाट (15/2021) प्रकाशित करती है।

[सं. एल- 12025/01/2025-आई.आर (बी-I)-92]

सलोनी, उप निदेशक

New Delhi, the 30th July, 2025

S.O. 1429.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 15/2021*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Guwahati* as shown in the Annexure, in the industrial dispute between the management of General Officer Commanding and their workmen.

[No. L-12025/01/2025- IR (B-I)-92]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM.

PRESENT: Shri Ananda Kumar Mukherjee.

Presiding Officer/Link Officer,

CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 15 of 2021.

PARTIES: Ms. Sibani Das, Amsing, Jorabat, PO & PS-Satgaon, Sub-Division-Guwahati,

Kamrup Metro, Assam, Guwahati-781027. **…… Workman/Applicant.**

-Vrs-

The Management of GOC, HQ 51, Sub-Area, C/o – 99 APO, Satgaon, Guwahati-781027 and The Proprietor, M/s Loknath Builders, Railway Bazar, P.O.- Alipurduar Junction , Dist- Alipurduar, West Bengal-736123.

….OP/Management.

REPRESENTATIVES:

For the Workman : None

For the Contractor : None

For the Management. : None.

INDUSTRY : General Officer Commanding (GOC), HQ,.

STATE : Assam.

Date of Award : 16/06/2025.

AWARD

Case is specially fixed up today for hearing and disposal as last chance. Notices were issued to both the parties under registered post, informing them that the case is fixed up today i.e. 16-06-2025. None appeared for the parties on repeated call at 2.15 p.m. A petition has been filed on behalf of M/s Loknath Builders (O.P. No.3), the Contractor firm praying for supply of Written Statement and evidence-in-chief filed by the workman. None move the petition. Concerned advocate is not found available as he has already left. Petition is considered and rejected.

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India, Ministry of Labour and Employment has referred the scheduled dispute through the Deputy Chief Labour Commissioner (Central), Guwahati, by Order **No. G/R. 8(08)/2021-Dy.CLC(C)-Samadhan** dated 23-07-2021 to this Tribunal for adjudication.

SCHEDULE

Whether the oral termination of services of Smt. Sibani Das, Ex- Sweeper-cum-Cleaner/Contract Labour employed by the management of the GOC, HQ, 51 Sub-Area, through the Contractor, M/S Loknath Builders w.e.f. 31-07-2019 and denial of bonus for the years 2018 and 2019 are legal and justified? If not, to what relief the workman is entitled?

Case was registered on 02-08-2021. Notice under registered post were issued to the parties for appearance and filing Written Statements. Sibani Das filed Written Statement on 13-09-2021 stating that she has been terminated from service since 31-07-2019 from the post of Sweeper and cleaning staff and denial of bonus for the years 2018 and 2019. General Officer Commanding (GOC), HQ, 51, Sub-Area, C/o – 99 APO, Satgaon, Guwahati filed his Written Statement on 04-10-2021. It is stated in the written statement that Sibani Das was employed on contractual basis through M/S Loknath Builders, Alipurduar, West Bengal as a conservancy person and the period of engagement was from 10th May,2019 to 9th May,2020, 10th May,2020 to 9th July,2020 and 25th August,2020 to 24th August,2021. It was specially agreed that labourers employed by Contractor would not be entitled to claim the status of Government servant and they would not be considered for permanency. It is further stated in the Written Statement that conservancy staff employed by M/S Loknath Builders, the Contractor firm have no right to claim any relief against the employer establishment. No Written Statement filed by O.P. No.3 M/S Loknath Builders the Contractor firm.

The case was fixed up for evidence of workman witness on several dates, but the workman did not appear nor did she file her affidavit-in-chief. It appears to me that the workman is not inclined to proceed with the case for which she has not adduce any evidence. In the instant case the workman is not entitled to any relief against the General Officer Commanding (GOC), HQ 51 Sub Area, C/o 99 APO, Guwahati.

It appears from the record that the workman is not inclined to pursue the case. Under such circumstance the Industrial Dispute is dismissed for default.

Hence,

ORDERED

The Industrial Dispute is dismissed for non-prosecution. Let a no dispute award be drawn up. Copies of the Award in duplicate be sent to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer/Link Officer

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1430.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (127/2025) प्रकाशित करती है।

[सं. एल- 12025/01/2025-आई.आर (बी-I)-94]

सलोनी, उप निदेशक

New Delhi, the 30th July, 2025

S.O. 1430.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.127/2025*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*

Hyderabad **as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.**

[No. L-12025/01/2025- IR (B-I)-94]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 20th day of June, 2025

INDUSTRIAL DISPUTE No. 127/2025

Between:

Shri Nanda Malyadri,
Temporary Messenger,
Abbasaheb Peta Village
Gudipadu Panchayat as peta
Mandal, Nellore-524224.

……Petitioner

AND

1. Branch Manager,
   State Bank of India,
   Kaligiri, Nillore-524224.
2. Assistant General Manager,
   State Bank of India,
   LHO, Amaravati, Gunfoundry,
   Hyderabad-500001.

…. **Respondent**

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its order No.7/119/2024-B1 dated 31.12.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s State Bank of India and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri Nanda Malyadri is legal and justified? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No 127/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Registered notice sent to petitioner returned with endorsement "Addressee left without instruction, hence return to sender". But none present for petitioner and no claim statement filed. It seems petitioner do not want to prosecute his case. Hence a 'No-Claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 20th day of June, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1431.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **इंडियन बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (1/2025) प्रकाशित करती है।

[सं.एल- 39025/01/2025-आई.आर (बी-II)-23]

सलोनी, उप निदेशक

New Delhi, the 30th July, 2025

S.O. 1431.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 1/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-39025/01/2025- IR (B-II)-23]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 1st day of July, 2025

INDUSTRIAL DISPUTE No. 1/2025

Between:

The General Secretary,
Indian Bank Employees Union (AP & TS),
Banjarasadan, Street No. 15, Himayathnagar,
Hyderabad-500029.

.....Petitioner

AND

The Chief General Manager (CDO),
Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Roypettah, Chennai-600014. **Respondent**

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its Order no. 7/9/2024-B1 dated 20.01.2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Indian Bank, and their workmen. The reference is,

SCHEDULE

"1. Whether the bank's action amounts to discrimination against the workmen in violation of the principles of natural justice and equality of treatment, given that the workman has not been proven guilty in the pending court case?

2. Whether the workman is entitled to confirmation of his service in accordance with the terms of his provisional offer of appointment dated 07.12.2020 and prevailing service conditions under the Awards and Bipartite Settlements?

3. Whether the bank's refusal to confirm the workman's services amounts to an unfair labour practice?"

The reference is numbered in this Tribunal as I.D. No 1/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice

and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 1st day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1432.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **बैंक ऑफ बडोदा** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (63/2022) प्रकाशित करती है।

[सं. एल- 39025/01/2025-आई.आर (बी-II)-24]

सलोनी, उप निदेशक

New Delhi, the 30th July, 2025

S.O. 1432.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 63/2022*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Bank of Broda and their workmen.

[No. L-39025/01/2025- IR (B-II)-24]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 20th day of June, 2025

INDUSTRIAL DISPUTE No. 63/2022

Between:

Smt Sunkesula Jamal Bee,

W/o Sunkesula Pedda Kullayappa,

D.No. 19-119, Sriramulapeta,

Proddatur, Y.S.R.Kadapa Dist.

Andra Pradesh-516360. **……Petitioner**

AND

1. The General Manager,

   (Principal Nodal Officer),

Bank of Baroda, Baroda Bhawan,

7th Floor, R.C Dutt Road,

Vadodara-390007.

2. The Zonal Manager,

Bank of Baroda, Door No.

3-6-289, First Floor, Kareem

Manzil, Old MLA quarter Road, Hyderguda,

Hyderabad-500029.

3. The Branch Manager,

Bank of Baroda,

Kadapa, Y.S.R. Kadapa Dist.-

….Respondent

Appearances:

For the Petitioner : Shri Y. Ranjeeth Reddy, Advocate

For the Respondent: Shri MRS Gopal, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.7/7/2022-B1 dated 29.06.2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Bank of Baroda and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of Bank of Baroda (Erstwhile Vijaya Bank), YSR Kadapa in terminating the services of Smt Sunkesula Jamal Bee, temporary-sweeper without notice is legal, proper and justified or not? If not, to what relief the workman is entitled to"?

The reference is numbered in this Tribunal as I.D. No 63/2022 and notices were issued to the parties concerned.

2. After filing claim statement Petitioner remained absent. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has not substantiated his claim by any evidence, therefore, a 'Nil Award' is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 20th day of June, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1433.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पंजाब नै"ानल बैक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगढ के पंचाट (25/2017) प्रकाशित करती है।

[सं. एल- 39025/01/2025-आई.आर (बी-II)-25]

सलोनी, उप निदेशक

New Delhi, the 30th July, 2025

S.O. 1433.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 25/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.1 Chandigrh* as shown in the Annexure, in the industrial dispute between the management of Punjb National Bank and their workmen.

[No. L-39025/01/2025- IR (B-II)-25]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Brajesh Kumar Gautam, Presiding Officer, Chandigarh.

ID No.25/2017

Registered On:-15.09.2017

Ajay Kumar S/o Late Sh. Banarsi Lal R/o Mohalla-Machchhrahatta Gili, P.O. Jhauganj, P.S. Khajekalan, Distt. Patna-800008.

.....Workman

Versus

1. Chairman-cum-Managing Director, Punjab National Bank, Head Office Bhikhaji Kama Palace, New Delhi-110607.

2. The Chief Manager, Punjab National Bank, Circle Office, New Bhota Road, Hamirpur, Himachal Pradesh.

.....Respondents

Sh. Vinod Kumar Sharma AR for Workman

Sh. Anshul Pareek AR for Management

Judgment reserved on 27th June, 2025

Judgment Pronounced on 22nd July, 2025

JUDGMENT/ AWARD

1. **Outline:** Present Petition registered as ID Case No.25/2017 is an Industrial Dispute filed under Section 2-A (2) of the Industrial Disputes Act, 1947 (hereinafter called the Act) by the workman Sh. Ajay Kumar, challenging his termination order dated- 24.08.2013 with a prayer to reinstate the workman with back wages.

2. **The case of Workman/ Petitioner-** The brief facts of the case as unfolded from the claim statement are that the workman was appointed and joined the Management-Bank as a clerk on 09.01.2012 vide PF Code No.311013. It is said that after completion of induction training the workman was posted at Branch Office Hamirpur (021100) as a Single Window Operator- A (Marketing) but was orally directed to work at Circle Office (380500) which is situated on the first floor of the same branch. It is alleged that the workman performed his duties with efficiency and with satisfaction but was never treated as a clerical staff but as a Peon. Thereafter, he made a complaint dated 05.07.2012 for harassment and torture and requested the concerned authority for posting from Circle Office to routine banking. The further case of workman has been that the Senior Manager, HRD, Circle Office, Hamirpur imposed conditions that he would not claim any T.A. and D.A. and took his sign forcibly on the order. It is further stated that the workman went under depression and mental stress because of harassment of his Senior Officers of Hamirpur, Circle Office and was hospitalized in Government Hospital, Hamirpur after taking leave. It is said that the leave of workman was not extended and he was compelled to join the Branch on 16.06.2012. The workman got a call from Branch and was communicated that he was relieved from Branch Office, Hamirpur and even he was threatened for his removal. The workman inform the matter to higher authorities of PNB Head Office, New Delhi & Circle Office, Hamirpur but nothing had happened. The workman also sent an email on 22.06.2012 to HRD/IR Head Office, New Delhi but because of no response workman again on 27.06.2012 forwarded the same complaint through email to Smt. Sushma Baliji, G.M. HRD, Head Office, New Delhi. The workman was advised by Doctors to go back to native village for support of family at this stage but he decided to raise his voice against the responsible authorities and wrote a

complaint to S.S.P. Hamirpur. Cognizance of the matter was taken by ASP Hamirpur and concerned Bank Officers were summoned for the purpose of investigation. He was given assurance that problem could be solved if he could not go to the Court. Ultimately fed up with the situation he was hospitalized from 02.08.2012 to 06.08.2012 and having no hope from officers of PNB, he returned to his native place Patna, after getting discharge from the Hospital. It is stated that in meantime the workman got a call from Sh. S.K. Trivedi (Inspection Officer) in which workman was asked to say anything with regard to complaint and he raised many questions by which he was transferred to Branch Daulatpur Chowk, District Una, H.P. and joined the Branch on 04.09.2012. On 03.10.2012 the workman was show caused for non-joining of transferred Branch and he gave explanation on 28.12.2012 that he was not relieved from the Hamirpur Branch and was not given any relieving order. Thereafter, he was given charge sheet dated 22.12.2012 containing 17 charges which was received on 31.12.2012. The further case of workman has been that during the pendency of the enquiry he tendered his resignation on 06.04.2013 and requested for relieving which was denied, consequently the resignation was withdrawn. Meanwhile, the workman was selected to the post of probationary officer in another bank but he could not join because he was not relieved from the respondent bank. The workman has been ultimately removed from his service by order of Chief Manager dated 24.08.2013 (which is under challenged). The order of removal dated 24.08.2013 was challenged in an appeal before respondent No.2 (Chief Manager, Punjab National Bank, Circle Office, New Bhota Road, Hamirpur, HP) but said appeal was not decided even after lapse of 6 months. The workman approach Hon'ble High Court of Himachal Pradesh by filing CWP No.464/2014 in which a direction was given to decide the appeal but two days before the order of Hon'ble High Court dated 18.07.2014 the appeal was rejected by the Appellate Authority vide order dated 15.07.2024, by filing another CWP No.6576 of 2014 the order of rejection of appeal was challenged before Hon'ble High Court which was withdrawn on 07.07.2016 with liberty and benefit of Section 14 of Limitation Act. Ultimately the present claim petition under Section 2-A of the Industrial Dispute Act was filed upon failure of Conciliation Proceeding before Labour Commissioner, Chandigarh.

3. **The case of Management-** In response to notice issued, the Respondents-Bank Management appeared and filed written statement/ reply to the petition of workman. According to said reply/ written statement of management the workman has not approached this Tribunal with clean hands and has made certain irresponsible statements far from reality and he has concealed certain material facts. According to the management the workman had joined the services on 09.01.2012 as SWOPRA vide PF Code No.311013 and was posted at Hamirpur Circle Office and was posted for utilization of the services in Marketing Team vide Letter dated 23.01.2012. According to further case of management of the working for about 5 months the workman/ petitioner wrote a letter dated 13.06.2012 making a request to LDM (CM) PK Aggarwal for transfer him from marketing Wing to some Branch. Considering the said request the management transferred the workman to Branch Office, Daulatpur within Hamirpur Circle on 16.06.2012. According to the respondent management the workman failed to join the transferee Branch Office, Daulatpur and he in Order to pressurize Senior Officers transfer him back to Hamirpur Branch started making false and frivolous complaints dated 18.06.2012, 23.06.2012 and 27.06.2012 and even a complaint was also filed by workman on 11.08.2012 before Senior Superintendent of Police, Hamirpur. According to respondent management upon investigation no substance of truth was found in those complaints and allegations therein. The workman in this way completely disturbed the work environment of the bank and put pressure on senior officers of bank for transferring him back to Hamirpur Branch. The competent authority after carefully examining the false allegations and in the fact and circumstances decided to initiate disciplinary action against the workman and he was served with a charge sheet dated 22.12.2012. It is stated by the respondent management that sufficient time was given to file response of the charge sheet but no reply was filed by the workman. Disciplinary Authority decided to hold a regular departmental enquiry vide order dated 28.01.2013. According to the case of respondents management the workman admitted all the charges in his letter dated 03.05.2013 addressed to enquiry officer. In the enquiry all the charges were found proved against the workman vide enquiry report dated 14.06.2013. Again the workman vide his letter dated 20.06.2013 confessed all the charges and stated that he had nothing to say in his defense, when he was supplied the copy of enquiry report dated 14.06.2013 vide letter dated 29.07.2013 a second show cause was served upon the workman as to why punishment of removal from service should not be imposed upon him under Clause 6 (b) of bi-partite settlement, whereupon the workman did not submit any substantial explanation and only admitted the charges against him, ultimately the disciplinary authority passed the order of removal from the Bank service vide order dated 24.08.2013. Even the departmental appeal was also rejected on 15.07.2014. It is also stated by respondent management that the workman had approached Hon'ble Patna High Court by filing Writ Petition which was withdrawn and while his departmental appeal was still pending, he again approached Himachal Pradesh High Court by filing a Writ which was disposed off directing the Appellate Authority to decide the appeal. After rejection of the departmental appeal again workman approached Hon'ble High Court of Himachal Pradesh by filing another Writ Petition No.6576 of 2014 which had been again withdrawn with a liberty to avail appropriate remedies available under the law. The management has denied the allegations in the petition in its parawise reply/ written statement. It is also stated that the workman remained unauthorizedly absent on the duty from 16.06.2012 to 04.09.2012 when he joined Daulatpur Branch Office. It has been denied that documents referred in charge sheet were not supplied to the workman. According to the respondent management infact all the documents were annexed in the charge sheet and were supplied to the workman. It is further stated that while disciplinary proceeding/ Departmental Enquiry was going on the resignation tendered by workman was correctly not accepted. According to the respondent management the workman himself is accountable and liable for his sufferings because of his own conduct. The workman is not entitled

for any relief whatsoever and his petition is liable to be dismissed.

4. **Issues:** Vide order dated 23.04.2018 passed by the then Presiding Officer, following issues were framed to be decided in the present case-

i. Whether the termination (removal) of the workman by order dated 24.08.2013 is against the principle of natural justice as well as provisions of the ID Act?

ii. Whether the workman is liable to be reinstated with back wages?

iii. Whether the claim filed by the workman is not maintainable in view of the preliminary issues.

However, vide order dated 24.10.2018 it is observed that 'no issues have been framed by this Court' and again on the same date (24.10.2018) referring decisions of Hon'ble Supreme Court in the case of Karnataka State Road Transport Corporation Versus Laxmidevamma (2001) 5 SSC 433 and Divyansh Pandit Case (2005) 2 SSC 684 as well as another case Kurukshetra University Versus Prithvi Singh 2018 LLR 371 and ML Singla Versus Punjab National Bank decided on 20.09.2018, the then Presiding Officer was of the opinion that the issue relating to the fairness of domestic enquiry was to be treated as Preliminary issue and had again framed following issues:

1). *Whether the domestic enquiry conducted by the management against the workman is fair and in accordance with the principle of natural justice?*

2). Whether the punishment awarded to the workman in case the domestic enquiry is held to be valid commensurate with the gravity of misconduct?

3). In terms of reference.

In the order dated 24.10.2018 issue No.1 noted above has been treated as Preliminary issue.

5. **Evidence:** During the proceedings of present case on behalf of petitioner/ workman, the petitioner namely Sh. Ajay Kumar himself has been examined as witness WW-1 and some of the documents have been brought on the record which are marked as per Table below:

Particulars	**Exhibits**
Copy of Affidavit	WW-1/A
Copy of Order of High Court in CWP No.4647/2014 dated 18.07.2014	WW-1/B
Copy of Order of High Court dated 15.07.2014	WW-1/C
Copy of Order dated 07.07.2016	WW-1/D
Copy of news cutting	WW-1/E
Copy of Certificate issued by ALC © and Conciliation Officer dated 27.07.2017	WW-1/F
Copy of Certificate issued by Pradhan/ Nagar Panchayat/MC/ NAC	WW-1/G

6. On behalf of Management/ Respondent, the management witness namely Sh. Rahul Kaushal Sr. Manager HRD, Circle Office, Hamirpur himself has been examined as witness MW-1 and some documents have been brought on record which are marked as exhibit as per table below:

Particulars	**Exhibits**
Copy of Letter dated 13.06.2012	R-1
Copy of Order dated 28.01.2013	R-2
Copy of Letter dated 03.05.2013	R-3
Copy of Inquiry Report dated 14.06.2013	R-4
Copy of Letter dated 20.06.2013	R-5
Copy of Notice dated 29.07.2013	R-6
Copy of Order of Removal dated 24.08.2013	R-7
Copy of Order dated 07.02.2014 passed by Hon'ble Patna High Court	R-8
Copy of Order dated 15.07.2014 passed by the Appellate Authority	R-9
Copy of Order dated 18.07.2014 passed by the Hon'ble Himachal Pradesh High Court	R-10
Copy of Order dated 07.06.2016 passed by the Hon'ble Himachal Pradesh High Court	R-11

Copy of Letter dated 16.01.2013	R-12

7. **Argument on behalf of Parties:** Heard Ld. Counsels/ AR for the Parties. It has been submitted on behalf of workman by the Ld. Counsel representing him that in this case the Act of workman which has been treated as misconduct is infact no misconduct as per the rules and regulations applicable to the bank laws, as there is no allegation of financial embezzlement or any other allegation against the workman. It is argued that there are as many as 17 charges which were framed against the workman only in order to harass him and ruin his career. The workman was selected and appointed as a clerk in the respondent bank but having been a meritorious candidate he qualified for the post of probationary office in another bank but the respondents management did not release him and he could not joined the another Bank as PO and his career was completely ruined. Once the enquiry proceeding was concluded it was reopened illegally and he has been illegally removed from the bank services. According to Ld. Counsel/ AR representing the workman even the Appellate Authority without applying his minds to the facts of case illegally dismissed departmental appeal just before three days prior to the direction given by Hon'ble Court of Himachal Pradesh on 18.07.2014 for deciding the appeal. It has been vehemently argued that the case of workman comes only under minor misconduct for which there is no punishment for removal, as per bipartite settlement. It is also argued that no opportunity was provided workman during Departmental appeal no second show cause notice was given before passing the renewal order and even copy of charge sheet was also not supplied. According to Ld. Counsel the order of removal may be set aside and workman may be reinstated with all consequential benefit.

8. The Ld. Counsel appearing on behalf of respondents-management on the other hand submitted that no case for any interference is made out in the present Industrial Dispute. According to Ld. Counsel infact on request of the workman he was transferred to another Branch but he there also did not joined any remained absent and started making complaints against the Senior Officers in order to pressurize them to transfer him back from the Daulatpur Branch to Hamirpur Branch. He stopped coming to the Branch and he made all kind of false allegation which were found to be not correct during the investigation. It is also argued that when the workman himself has confessed/ admitted all the charges in his written communication to the enquiry officer and to the disciplinary authority now he cannot raise the question that enquiry was against the natural justice or otherwise it was not fair. According to Ld. Counsel for the respondent management in subordination is a serious misconduct in bank services and behavior of workman has been such that he is unfit for the bank services and he has been rightly removed from the services after the enquiry and as he has admitted all the charges against him he cannot now say that charges were not proved against him. In the last it is submitted that no case is made out for giving any relief to the workman and his petition be dismissed with cost.

FINDING:

9. There is no dispute regarding the fact that workman Ajay Kumar was an employee and he was appointed as clerk initially at the Branch Office, Hamirpur as Single Window Operator and as per oral direction he was working at Circle Office which is situated at the First Floor of Branch Office, Hamirpur. There is also no dispute to the fact that on the request of workman Ajay Kumar he was transferred from Branch Office, Hamirpur to Daulatpur Branch, where although he joined but remained unauthorized absent. The entire controversy revolves around the charges which were framed against the workman for his alleged subordination and making repeated complaints against the bank officials as well as unauthorized absence from duty. Since the impugned order dated 24.08.2013 is based upon domestic enquiry held and its report for alleged 'gross mis-conduct' in terms of relevant provisions of bi-partite settlement and that the domestic enquiry was also questioned before this Tribunal the preliminary issue which has been framed vide order dated 24.10.2018 is the most important issue which has to be decided first:

Preliminary Issue- *Whether the domestic enquiry conducted by the management against the workman is fair and in accordance with the principle of natural justice?*

From the careful perusal of claim statement filed by workman Ajay Kumar, I do not find any specific pleading and grievance so far as the domestic enquiry is concerned although it is stated that when he was asked for explanation for non-joining of transferee Branch he gave his explanation but he was charge sheeted on 22.12.2012 containing as many as 17 charges against him from the pleadings it is cleared that after framing of charges against him a Domestic Enquiry proceeding started. During the pendency of domestic enquiry at one point even workman had tendered his resignation on 06.04.2013 but same was taken back by him and upon conclusion of enquiry he was removed from his services vide order dated 24.08.2013. His appeal against order of removal was also came to be rejected by bank Appellate Authority. The workman has himself got examined as a witness in support of his case and in the cross examination he has admitted that in letter dated 26.07.2012 he had mentioned that all the complaints made by him be treated as cancelled and he be transferred from Hamirpur Branch to Daulatpur Branch. The contents of Letter dated 26.07.2012 is also referred in detail in the evidence of Rahul Kaushal a witness of Management and the fact mentioned in that letter are quoted in the affidavited examination in chief but same have not been contradicted in the cross examination of management witness which reflects that what is stated by management witness about letter dated 26.07.2012 written by workman appears correct which is also admitted in cross examination by workman himself. One important document marked as Ex. R-3 has been brought on record on behalf of management and this

Ex. R-3 is admitted by workman Ajay Kumar, wherein he has stated that he was unknown to the banking atmosphere and had committed mistake unknowingly being a newly joined the Banking Industry. In this document which is written by workman Ajay Kumar addressing the enquiry officer Punjab National Bank an assurance was given by the workman that he would not commit any such mistake in future and that he has nothing to say in his defense. In the said letter dated 03.05.2013 (Ex. R-3) workman Ajay Kumar has also requested to close the enquiry proceeding and treat the letter as a mercy petition. He had made request to accept his resignation and he has brought to the notice of enquiry officer about the selection on the post of probationary officer. The workman in his further cross examination has also stated that he had not mentioned in letter (Ex. R-3) that documents were not supplied to him and has admitted that documents were supplied to him though it was late. From the another letter dated 20.06.2013 (which is Exhibited as Ex. R-5) the workman Ajay Kumar has accepted entire charges in the charge sheet dated 22.12.2012. He has also referred his previous letter 03.05.2013 (which is Ex. R-3) reiterating that he had accepted the entire charges and has nothing to say in defense. From above referred documentary evidence which are Ex. R-3 & R-5 written by workman Ajay Kumar himself to enquiry Officer clearly shows that workman Ajay Kumar has confessed and admitted the entire charges made against him and he has further stated that he has nothing to say in his defense. In above view of the matter one can easily come to the conclusion that he has no grievance at all so far as procedure of departmental enquiry and its fairness is concerned. Had there been any procedural and legal fault or the departmental enquiry would have been proceeded in unfair manner in violation of natural justice, there should have been those points raised on behalf of workman in his claim statement or in his any representation moved before bank authorities. So far as the alleged harassment and mistreatment by the Senior Bank Officials is concerned it is true that Ajay Kumar had made such complaints but there is no document on the record to suggest that those allegations in the complaints were infact correct. Contrary to it in the charge sheet it has been specifically mentioned that the workman Ajay Kumar had made wrong allegations and sent email to the chairman and Managing Director and even copies were sent to Ministry of Finance, New Delhi levelling wrong allegations against various Bank Officers. It is also specifically mentioned in charges that these wrong allegations were made without any reason and with ulterior motive to pressurize the functioning of department. Despite these type of specific charges, the workman Ajay Kumar chose not to contest these charges but has accepted and confessed these charges in his written letter to enquiry officer. Thus it can be summarized that whatever allegations of harassment and ill-treatment was made by workman Ajay Kumar against his Senior Bank Officials were neither proved nor were having any truth. In above view of the matter the fairness of enquiry cannot be doubted and therefore, the preliminary question regarding fairness and legality of departmental enquiry is answered that the Domestic Enquiry conducted by the Management and against the workman Ajay Kumar is fair and no violation of natural justice has been there and same is also valid.

Issue No. II- *Whether the punishment awarded to the workman in case the domestic enquiry is held to be valid, commensurate with the gravity of misconduct?*

In the charge sheet dated 22.12.2012 the acts referred in different charges were said to be a 'misconduct' within the meaning of Clause 5 (e) and 5 (j) of the Bi-partite settlement dated 10.04.2002. It is by now an admitted fact that the workman Ajay Kumar had written several letters and in these letters allegation of harassment and ill-treatment were made against the bank officials and this led to a departmental proceeding against him. When workman Ajay Kumar appeared before the Enquiry Officer on 03.05.2013, he had begged pardon for his mistakes and pleaded mercy and had stated nothing to say in the defense and had further requested to close the enquiry. Considering the admission of charges, the enquiry proceeding were also concluded and a report was submitted to disciplinary authority on 14.05.2013 but vide order dated 21.05.2013 the disciplinary authority observing that the workman Ajay Kumar (CE) has not admitted the charges at an appropriate opportunity in clear and unequivocal terms and made the admission at belated stages coupled with numerous conditions. His submissions cannot be regarded as admission and the enquiry was re-opened. When enquiry was reopened a date was fixed on 01.06.2013 when Ajay Kumar the charged employee (workman) again accepted all his charges and upon asking as to whether he wants to submit any document witness in his defense he replied no. Ultimately the enquiry proceeding held and it was again concluded vide report dated 14.06.2013. Even before Disciplinary Authority Ajay Kumar the workman has again accepted the charges against him. Now the question arises whether the act of making complaint against bank officials tantamount to a misconduct inviting punishment of removal from the service? To answer this question Clause 5 of Bi-partite settlement dated 10.04.2002 becomes irrelevant where 'gross misconduct' is defined. The relevant sub Clauses 5 (e) and 5 (j) which are referred in order of removal dated 24.08.2013 are as follows:

> *5 (e)- Wilful insubordination or disobedience of any lawful and reasonable order of the management or of a superior.*
>
> *5 (j)- Doing any act prejudicial to the interest of the bank are gross negligence or negligence involving or likely to involve the bank in serious loss.*

In Clause 6 different punishment are mentioned which can be awarded to an employee found guilty of 'gross misconduct'. Amongst those punishments dismissal and removal from service with superannuation benefits and other punishment are mentioned. In clause 7 'minor misconduct' is defined in which various type of acts of an employee are referred. Those different acts and omissions include - absence of duty/ over staying, sanctioned leave without sufficient ground, failing to show proper consideration, courtesy or attention toward officers, customers or other

employees of the bank, unseemly or unsatisfactory behavior while on duty. As per clause 8 if an employee is found guilty of 'minor misconduct' he may be warned or censured, are an adverse remark may be entered, or his increment may be stopped for 6 month.

10. Admittedly the act on the part of workman Ajay Kumar has been to make allegations of harassment and ill-treatment by bank officials. In my considered view this type of complaints and allegations appears not included in definition of term 'gross misconduct' as is given in clause 5 of the bi-partite settlement dated 10.04.2002, rather this type of act on the part of workman Ajay Kumar and his unauthorized absence from duty is well covered under the expression 'minor misconduct'. It may also be noted here that when workman Ajay Kumar realized his mistake during the departmental enquiry and he admitted his mistake and even sought for a mercy. It is upto Bank authorities whether to show mercy or not but certainly the punishment of removal was not proportionate to the alleged mis-conduct of workman Ajay Kumar. One should not forget that because of his attitude and keeping writing and making complaint against bank officials he faced departmental enquiry which even cost him to lose an opportunity to serve another bank in a capacity of probationary officer, as he could not get reliving order from the respondent bank where he was facing departmental enquiry. It is therefore held that removal from service is a disproportionate punishment awarded to workman Ajay Kumar considering his 'minor mis-conduct' and order of removal dated 24.08.2013 is not justified and same is liable to be set aside. Issue No.II is decided accordingly.

11. The third issue as per order dated 24.10.2018 is- *In terms of Reference.* But it may be noticed that present Industrial Dispute was registered on a direct application filed under Section 2-A of the ID Act and no such reference was received under Section 10 of the Industrial Dispute Act from Labour Ministry or any other competent authority so the third issue is taken to be in terms of what is prayed in the petition filed by workman Ajay Kumar. His prayer for reinstatement in service w.e.f. 24.08.2013 with all consequential benefits has been made alongwith special damages and compensation. While deciding issue No.II, I have held hereinabove that the punishment of removal passed against workman Ajay Kumar is disproportionate to his 'minor mis-conduct' and therefore the order of removal may be set aside. As issue No.II is decided in favor of workman Ajay Kumar he is entitled for his reinstatement in the service on the same post on which he was working on the date when removal from service order dated 24.08.2013 was passed by Bank Authorities. However, he will not be entitled for any back wages and consequential relief as he himself is responsible and invited the problems for what happened with him because of his attitude.

12. In the light of discussion made herein above and in the facts and circumstances of the present case, it is-

ORDERED

That the present ID No.25/2017 titled as Ajay Kumar Vs Punjab National Bank & Anr. is allowed. Order of removal dated 24.08.2013 passed by the Disciplinary/ Bank Authority- Chief Manager, Punjab National Bank and order dated 15.07.2014 passed in Departmental Appeal by Appellate Authority- DY. General Manager (C.H.) are set aside. Respondents Bank Authorities are directed to reinstate the workman Sh. Ajay Kumar on the same post on which he was working on the date of order of removal dated 24.08.2013 passed against him. However, he will not be entitled for any consequential relief of back wages for the period when he has been out of service.

13. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

Dated: 22.07.2025

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1434.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कोटक महिंद्रा बैंक लिमिटेड. के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं **II** दिल्ली के पंचाट (49/2018) प्रकाशित करती है।

[सं. एल- 12025/01/2025-आई.आर (बी-I)-95]

सलोनी, उप निदेशक

New Delhi, the 30th July, 2025

S.O. 1434.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 49/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.* II *Delhi* as shown in the Annexure, in the industrial dispute between the management of M/s Kotak Mahindra Bank Ltd. and their workmen.

[No. L-12025/01/2025- IR (B-I)-95]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, No. 2, DELHI

ID No. 49/2018

Sh. Anuj Pandey,
R/o B-16, Shiv Apartment, Dayal Bagh,
Surajkund, Near Sardar Patel School,
Faridabad, Haryana.

Versus

M/s Kotak Mahindra Bank Ltd.,
Ex. Vice Chairman and Managing Director,
Kotak Infiniti, Building No.-21, Zone-4,
2nd Floor, Infinity Park, Off Western Express Highway,
General AK Vaidya Marg, Malad (East),
Mumbai (MH)-400097.

M/s Kotak Mahindra Bank Ltd.

Vice President Human Resources,

Kotak Infiniti, Building No.-21, Zone-4,

2nd Floor, Infinity Park, Off Western Express Highway,

General AK Vaidya Marg, Malad (East),

Mumbai (MH)-400097.

M/s Kotak Mahindra Bank Ltd.,

Human Resources Zonal Head,

Building No.-5, Tower-B, 14th Floor,

DLF Cyber City, Gurgaon (Haryana)-122002.

M/s Kotak Mahindra Bank Ltd.,

Senior Manager,

A-266, Bhisham Pitamah Marg,

Defence Colony, New Delhi-110024.

Present: Sh. Rajiv Kumar Sinha, Ld. AR for the claimant.

Sh. Rajesh Kumar Gautam, Ld. AR for the management.

Award

09.07.2025

This is an application **under section 2-A of the Industrial Disputes Act (hereinafter referred as the "Act").** The claimant has stated in his claim statement that he was initially given a job at a salary of Rs. 4,50,000/- per annum vide its appointment letter reference no. 433364 dated 02.11.2016, where his designation and condition of employment was specified. He worked diligently and honestly with the management and performed various duties assigned by the Bank from time to time. His services were terminated on 26.09.2017 by the management while he was on probation, which is bad in law. He also narrated an incident involving an e-mail sent to the management regarding misbehavior and abusive language used by a management's representative of the management. lastly, he prayed that he be reinstated with full back wages.

All the managements filed the common reply. Management took the preliminary objection stating that the claimant is not a "workman" as defined under section 2(s) of the Act, because he was appointed as a "Deputy Manager." It was further submitted that, as per the terms of the employment contract, the jurisdiction of any dispute lies with courts in Mumbai. The management also pointed out that the claimant himself admitted that his services were terminated while he was on probation. It is a well-settled law that an employer can terminate an employee's services during the probation period with or without assigning any reason. Since the claimant's services were admittedly terminated on 26.09.2017, the management argues the dispute is misconceived and not maintainable in law, and therefore, should be dismissed with cost.

Rejoinder has been filed by the claimant, denying the averments made by management in his written statement and affirmed the facts made in his claim statement.

After completion of the pleadings, following issues were framed :

1. If the act of termination of the workman is legal, proper & justified.
2. If the workman is entitled to reinstatement to the job.
3. If the management is liable to pay compensation to the workman.
4. To what other relief, the parties are entitled to.

In order to prove his claim, workman has examined himself as WW1. He has relied upon the following documents i.e.:

- **Ex. WW1/1:** Copy of appointment letter dated 02.11.2016 issued by the management. (Colly. - page no. 10 to 17)
- **Ex. WW1/2:** Copy of email communications dated 28.09.2017 alongwith its trailing emails. (Colly.- page no. 18 to 20)
- **Ex. WW1/3:** Copy of termination letter dated 26.09.2017 issued by the management.
- **Ex. WW1/4:** Copy of demand legal notice served to the managements dated 07.10.2017 on behalf of the workman. (Colly.- page no. 22 to 27)
- **Ex. WW1/5:** Copy of conciliation petition filed by the workman before the conciliation officer, Assistant Labour Commissioner (C), New Delhi on dated 13.12.2017. (Colly.- page no. 36 to 41)
- **Ex. WW1/6:** Copy of the legal notice served to managements dated 20.02.2018 on behalf of the claimant. (Colly.- page no. 42 to 45)
- **Ex. WW1/7:** Copy of reply on behalf of managements dated 20.02.2018 filed before the conciliation officer, Assistant Labour Commissioner (C), New Delhi. (Colly.- page no. 46 to 49)
- **Ex. WW1/8:** Rejoinder on behalf of claimant before the Conciliation officer, Assistant Labour Commissioner (C), New Delhi. (Colly.- page no. 50 to 53)
- **Ex. WW1/9:** The certificate dated 23.03.2018 issued before the Conciliation Officer, Assistant Labour Commissioner (C), New Delhi.
- **Ex. WW1/10:** Statement of claim on behalf of the claimant. (Colly.- page no. 01 to 07)
- **Ex. WW1/11:** Copy of rejoinder affidavit to the written reply/counter affidavit filed on behalf of managements.

During cross-examination, the claimant admitted that he was called to the branch of the bank and given the termination letter. His acknowledged that he was appointed as a Deputy Manager, but stated that he was required to perform field duties to source accounts from different individuals. He further admitted to have sent e-mail dated 28.09.2017, wherein he admitted about his underperformance.

Management has examined one witness Sh. Nagendra Prasad, Vice President of the management, who reiterated the fact as mentioned by him in the written statement and relied on:

- **Ex. DW1/D1**: Copy of resolution dated 30.10.2021 authorizing the deponent to represent the management bank in the legal proceeding.
- **Ex. DW1/D2**: Copy of letter dated 26.09.2017.
- **Ex. DW1/D3**: Copy of contract of appointment dated 02.11.2016.
- **Ex. DW1/D4**: Copy of calculation sheet making payment as full and final settlement to the claimant.

In cross-examination, the management witness admitted that the probation period was initially for six months, extendable for another six months if performance was unsatisfactory. The claimant's probation began on 10.11.2016 and ended on 10.05.2017. It was extended by three months twice, though no supporting documentation was produced.

The claimant's case solely rests upon the premise that his services were terminated illegally by the management without assigning any reason, despite having worked for around ten months and completed at least 240 days in the organization. Although, he was appointed as a Deputy Manager at the salary of Rs. 4,50,000 per annum, he claimed he was not assigned supervisory duties and had to report to a superior.

The management's case revolves around three facts. First, It is asserted that the claimant is not a 'workman' under **section 2(s)** of the Act because he had been designated as a Deputy Manager and his salary was around at least 37,500/- per month. Secondly, the management relies on the contract of appointment dated 02.11.2016 (Ex. WW1/1), which contains a jurisdiction clause stipulating that any dispute arising out of the employment shall be subject to the jurisdiction of courts in Mumbai. Third, the management asserted that the claimant was on probation and as per terms

of his appointment, his services could be terminated during the probationary period.

In this regard, the appointment letter marked as Ex. WW1/1 is important. By that letter dated 02.11.2016, as per 'Annexure-A' enclosed with the appointment letter, the designation and salary were mentioned as Deputy Manager with an annual package of ₹4,50,000/-. The salary was bifurcated under several heads: ₹15,000/- as 'Basic Salary', ₹7,500/- as 'HRA', ₹7,229/- as 'Professional Allowance', ₹1,600/- as 'Conveyance Allowance', ₹1,250/- as 'Medical Reimbursement', ₹1,000/- as 'LTA', and ₹1,400/- as 'Bonus'. It was also mentioned in condition no. 1 of the appointment letter that the appointment was subject to a probation period of six months, and based on performance, the probation could either be extended or dispensed with. Paragraph no. 24 of the said letter states that the Courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising out of or in connection with the contract. Ex. WW1/3 is the termination letter, which was issued on 26.09.2017.

The records of evidence produced and brought before this Tribunal reveal that the claimant's probation was initially for a period of six months, from 28.11.2016 to May 2017. Subsequently, as per the documents produced by the management, page no. 26 shows that the claimant's employment was further extended for a period of three months, i.e., till 27.08.2017. MW1 further admitted that the probation was extended a second time for another three months. Though he admitted during his cross-examination that the reasons for extending the probation period from time to time are available in the bank's records, he has not produced any such record.

Coming to the first objection about whether the claimant is a 'workman' under section 2(s) of the Act.

In this regard, definition of section 2(s) of the I.D. Act is required to produced herein:

2 [(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or (iv) who, being employed in a supervisory capacity, draws wages exceeding 3 [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]

As per the above-mentioned section, a person qualifies as a 'workman' if they are engaged in any work of a manual, unskilled, skilled, technical, operational, clerical, or supervisory nature. However, the latter part of the section excludes certain categories of employees, including those employed in a supervisory capacity who are drawing wages exceeding ₹10,000 per month.

It is well settled that the determining factor for whether a person is a 'workman' under Section 2(s) of the Industrial Disputes Act is the principal nature of the duties and functions performed by the employee in the establishment, and not merely the designation of the post. Further, the onus to prove the nature of employment lies on the person claiming to be a workman within the meaning of Section 2(s) of the I.D. Act.

In the present case, the management witness, during his cross-examination, admitted that there was no one who reported to the claimant. Instead, he deposed that the reporting manager, the regional business head, the area business manager, and the HR manager were the persons responsible for assessing the performance of the employee. No specific duties were assigned in the appointment letter; however, it was stated that the claimant shall perform such duties as may be assigned to him by the bank from time to time, relating to the position to which he has been appointed.

In view of the above discussion, since no specific duties were prescribed to the claimant and he had no supervisory control over any subordinate, merely designating him as a Deputy Manager does not exclude him from the definition of a 'workman'. The management has failed to prove that the claimant was assigned tasks of an administrative or supervisory nature. Therefore, the first objection raised by the management—that the claimant is not a workman as defined under Section 2(s) of the I.D. Act—does not hold any merit. On the basis of the preponderance of evidence, it is clear that the claimant qualifies as a workman.

Now, regarding the second objection, the management has contended that, as per clause 24 of the appointment letter, the jurisdiction for any dispute between the parties lies in Mumbai. However, it is a well-settled principle of law that jurisdiction cannot be ousted merely by agreement. The appointment letter (Ex. WW1/1) clearly shows that the claimant had worked in Delhi. Therefore, this Tribunal has the appropriate jurisdiction to try the present case.

Before proceeding to decide the **issue no. 1**, the definition of retrenchment as defined under section 2(oo) of the and the conditions precedent as defined under section 25-F of the I.D are required to be reproduced herein:

Section 2(oo):

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

voluntary retirement of the workman; or

retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

termination of the service of the workman as a result of the on-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

termination of the service of a workman on the ground of continued ill-health;]

25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

notice in the prescribed manner is served on the appropriate government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

Clauses (a), (b), (bb), and (c) carved out exceptions from the definition of retrenchment. Clause (bb), which was inserted by Act 49 of 1984 with effect from 18.08.1984, states that termination of service as a result of the non-renewal of the contract of employment upon its expiry does not amount to retrenchment.

In the present case, the appointment letter (Ex. WW1/1) does not mention any fixed period of contract. It only states that the initial appointment of the claimant was for a probation period of six months, which could either be extended or dispensed with earlier or later, until confirmation. Admittedly, the claimant's probation was extended not just once but twice. The management has not placed any material on record to show the grounds on which it chose to extend the probation instead of terminating the services. It is undisputed that the claimant worked from 28.11.2016 to 26.09.2017, i.e., for about 10 months.

Section 25-F of the Industrial Disputes Act lays down the conditions precedent to retrenchment of a workman. Section 25-B defines continuous service and states that a workman, other than one employed below ground in a mine, is deemed to be in continuous service if they have worked for at least 240 days during the twelve calendar months preceding the relevant date. Sundays and holidays are also included in the calculation of these 240 days. It is admitted that the claimant completed more than 240 days in the calendar year—approximately 300 days.

The key issue here is whether the claimant completed 240 days in a year and whether his services were terminated without complying with the conditions prescribed under Section 25-F of the Act. Admittedly, no notice was given, nor was any notice pay provided in lieu thereof, as required before termination. The management's assertion that it was at liberty to terminate the claimant's services during the probation period, as per the appointment letter (Ex. WW1/1), is not sustainable. Industrial law does not make any special provision for probation. What matters is that the claimant qualifies as a workman and has completed 240 days of service in the calendar year—nothing more, nothing less. The management never treated the employment as fixed-term; in fact, the appointment letter mentions a retirement age of 60 years upon confirmation. Therefore, Clause (c) does not come to the aid of the management.

In view of the above discussion, Issue No. 1 is decided against the management and in favour of the workman. It is held that the termination of the workman's services was illegal. Issues No. 2, 3, and 4 are to be considered together, as they relate to the entitlement of the workman.

Issue no.2, 3 & 4 pertains to relief. **As a general rule,** when termination is declared illegal, the appropriate relief is **reinstatement with full back wages**. However, the management (Kotak Mahindra Bank) is a Private Sector Bank registered under the Companies Act, 1956. Reinstating the claimant would only lead to a bitter relationship between the parties. Moreover, much time has already passed since the termination, and there is no positive evidence to show that the claimant was unemployed since his termination.

Further, it was held by the Hon'ble Supreme Court of India in the case titled as **Employers, Management of central P & D Inst. Ltd. Vs Union of India & Another, AIR 2005 Supreme Court 633** that it is not always mandatory to order reinstatement even after the termination is held illegal. Instead, compensation can be granted by the industrial adjudicator. Similar views were expressed by Hon'ble High Court of Delhi in the case titled as **Indian Hydraulic Industries Pvt. Ltd. Vs. Kishan Devi and Bhagwati Devi & Ors., ILR (2007) Delhi 219** wherein it was held by the court that even if the termination of a claimant is held illegal, the industrial adjudicator is not supposed to direct reinstatement along with full back wages and the relief can be moulded according to the facts and circumstances of each case and the court can allow compensation to the claimant instead of reinstatement with back wages. Same view has been expressed by the Apex Court in **Maharashtra State Road Transport Corporation vs. Mahadeo Krishna Naik 2025 Latest Caselaw 157 SC** stating that upon dismissal, being set aside by a court of Law, reinstatement with full back wages is not an automatic relief. In some cases, lump sum compensation is a better relief.

Given these circumstances, a lump sum compensation of Rs. 5,00,000/- (Rupees Five Lakhs Only) is considered an appropriate relief. Hence, the management is hereby directed to pay a compensation of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** to the claimant within two months of notification of this award, failing which the management shall also pay interest @ 8% per annum on the aforesaid amount from the date of award till the date of realization. A copy of this award be sent to the appropriate government for notification under section 17 of the I.D Act. The file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 09.07.2025

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1435.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **बैंक ऑफ बडोदा** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नं II दिल्ली** के पंचाट (100/2019) प्रकाशित करती है।

[सं. एल- 39025/01/2025-आई.आर (बी-II)-26]

सलोनी, उप निदेशक

New Delhi, the 30th July, 2025

S.O. 1435.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 100/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.* II *Delhi* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-39025/01/2025- IR (B-II)-26]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

I.D. No. 100/2019

Sh. Akhilesh Vs. Bank of Baroda

Sh. Akhilesh, S/o Sh. Lekh Raj Singh,

Address:- House No. 19, D-Block, Bank Colony,

Mandoli, New Delhi- 110093.

…Applicant/Claimant

Versus

The General Manager,

Bank of Baroda, Ajmal Khan Road, Block-15-A,

WEA, Karol Bagh, New Delhi-110005,

Also At:- Baroda Bhawan, RC Dutt Road,

Alkapuri, Baroda-390007.

…Management/respondent

Counsels:

For Applicant/ Claimant*:*

Sh. Dushyant Chaudhary, Ld. AR.

For Management/ Respondent*:*

Sh. Karan Singh and Sh. Amit Talwar, Ld. ARs.

Award

19.06.2025

The present application has been filed under section 2-A of Industrial Disputes Act, 1947 **(Hereinafter referred as 'the act').** The claimant claims to have worked with the management as a class-IV employee since 01.06.2010. He submits that no identity card was issued to him and His last drawn salary was Rs. 7,000/- per month, his services were not regularized as per the rules and regulations of the Minimum Wages Act, despite rendering duty for 12 hours a day. The claimant further submits that he was working with the management as a peon/Daftari/attendant/clerk and sometimes he worked as per the instructions of the bank staff. He states that his salary for September 2018 was also withheld. Despite multiple requests for regularization of his services, the management terminated his service on 25.09.2018 without assigning any reason. He claims that action of the management in terminating his services is totally arbitrary, illegal and reflects anti-labour attitude. The claimant further submits that he has remained unemployed since his termination despite his best efforts. Lastly, he made prayer that he be reinstated with continuity of service, regularization and full back wages.

In response, the management appeared and filed its written statement raising several preliminary objections. It was submitted that the management of Bank of Baroda is a public sector bank incorporated under the provisions of banking companies (Acquisition and Transfer of Undertaking Act, 1970) and is bound by the government guidelines and directives regarding recruitment. It is further submitted that the claimant was never employed by the bank, and had instead been working under a photo copier vendor **M/s NDJ REPROGRAPHICS,** as a staff/operator of the machine installed at Karol Bagh Branch (SMS), and therefore, no employer-employee relationship existed between the parties. The management further submitted that the documents and vouchers produced by the claimants were mischievously obtained with the intention to file his false claim, the claim is without any cause of action as there was no proximity of contract between the claimant and the management at any point of time. On merit, it reiterated that the claimant was never employed by the bank and could not seek regularization. Lastly, the management prayed that claim of the claimant be dismissed.

Rejoinder had been filed by the claimant where he denied the averment made by the management in its written statement and affirmed the averments in his claim statement.

After completion of pleadings, following issues were framed for adjudication on 06.01.2020:

I. Whether the proceeding is maintainable.

II. Whether there exists any relationship as employer and employee between the management and the workman.

III. Whether the service of the workman was terminated illegally without complying the procedure of law.

IV. Whether the workman is entitled to the relief sought in the claim petition.

In order to prove his claim, the claimant examined himself as WW1. He reiterated the contents of his claim and deposed that he continuously worked for the management since 06.06.2010, and that the payments made to him through vouchers and cheques (Ex. WW1/1 to WW1/3 and marked documents as Mark A (Colly) i.e. from 1 to 244 pages) established his engagement with the management. In his cross-examination, he admitted that:

- His date of birth was **05.05.1985**.
- He studied up to **class 8th**.
- **No application for employment** was ever submitted by him to the management.
- He was **not issued any appointment letter** by the management.
- He got the employment in the bank through a **friend of his father**, who was also working in the same bank.
- He was paid remuneration through **vouchers and cheques**.
- The **vouchers were prepared by a bank employee** named **Mr. George**.
- The bank had a **photocopier machine** operated by him and other bank employees.

- The **owner of the photocopier machine** was **Mr. Joshi**.
- **No person was exclusively appointed** as the operator of the photocopier machine.
- He **denied** that his remuneration was paid through the owner of the photocopier machine, who was allegedly being paid by the bank for both the machine and its operator.
- He **denied** being an **employee of NDJ Reprographics Agency**.

In rebuttal, the management examined one Sh. Nawal Kishore as MW1 who reiterated the averments made in the written statement. He relied upon several documents i.e. a letter dated 17.03.2018 written by proprietor of NDJ Reprographics requesting to increase price of photocopier machine (Ex. MW1/1), an invoice no. 04 dated 01.05.2018 for a bill of 14,641/- issued by NDJ Reprographics (Ex. MW1/2), and cheque no. 001513xx dated 09.05.2018 (Ex. MW1/3). The witness was cross-examined where he admitted that:

- He joined the bank in the clerical cadre on 06.03.1999.
- He was promoted to: Scale-1 Officer in 2006, Scale-2 Officer in 2011, Scale-3 Officer in 2014 and Scale-4 Officer in 2022.
- As per bank rules, a Branch Manager can engage a laborer for cleaning purposes when needed, and such expenses are debited as labour charges through vouchers.
- He had no personal knowledge of the present case.
- As per bank rules, a Branch Manager can engage a laborer for cleaning purposes when needed, and the expenses are debited as labour charges through vouchers.
- He had no personal knowledge of the present case.
- Admitted that documents marked 'A' (pages: 14, 15, 17, 19, 20, 21, 22–29, 31, 32, 34–41, 43, 44, 45, 47, 51, 52, 58, 59–70, 75, 76, 79–90, 91, 93–97, 99–103) belonged to his branch, and payments were made to Sh. Akhilesh.
- Documents on pages 72, 77, 92, and 98 also belonged to his branch; payments were made under miscellaneous expenses, such as, Staff meeting expenses, Purchase of green mats, Refreshments for customer meetings and Tissue paper purchases.
- Documents marked pages 104–116, 117–121, 123–125, 127–129, 131–133, 149, 150, 152–154, 158, 159, 206, 207 & 208 were related to the Karol Bagh Branch (Delhi).
- However, he had only verified the cheques related to these documents.
- Payments through those cheques were made to Sh. Akhilesh.
- Documents marked 116, 122, 126, 130, 134, 135–141, 155–157, 160–202, 203, 209–219, 216, 222–225, and 232–240 were not related to the Karol Bagh Branch.
- These documents pertained to RLF DMR-2, located on the second floor of the Karol Bagh premises, and Parliament Street Branch of the bank.
- He was unable to verify these documents, as they were outside the scope of his branch.
- Denied that he had intentionally avoided verifying documents to frustrate the claimant's case.
- Denied that the Branch Manager had ever received any documents identifying the claimant as a temporary or casual labourer.

The claimant argued that he was employed with the management, and for proving this, he examined himself and exhibited various documents i.e. payment vouchers and payment cheques (Mark-A) (244 Pages colly). He further submitted that the management also admitted the documents Mark-A consisting 244 pages, belong to one of their branches, and payment of those vouchers were made to the claimant. He submits that by evidence, he has proved that he was an employee of. He submits that arguments of the management that no appointment letter was issued to him, and he didn't participate in any recruitment process, cannot defeat his claim in view of the preponderance of the evidence that has been produced by him by way of documentary evidence.

The AR for the management argued that the management is a public sector bank incorporated under the provisions of Banking Companies (Acquisition and Transfer of undertaking) Act, 1970 and is bound by the Government guidelines and directives. It was further argued that the claimant was attached to one of the vendors **M/s NDJ Reprographics,** and not to the bank. The management pointed out that the claimant had admitted in his cross-examination, that no appointment letter was ever issued to him. As for the vouchers and other documents produced by the claimant in support of his claim, the management argued that these documents relied upon were obtained illegally from the bank and cannot be relied upon.

The management further relied on the judgment Of Hon'ble Supreme Court of India dated 10.04.2006 in **State of Karnataka vs. Uma Devi and Ors., Civil Appeal Nos. 3595-3612 of 1999**, wherein back door entry into

public employment was specifically barred. The management also referred to a circular issued by Ministry of Finance regarding recruitment policy in public sector banks.

I have heard the arguments advanced by both parties, perused the record and analyzed the evidence. The claimant's entire claim rests substantially on the documentary evidence produced by him, consisting of vouchers and cheques allegedly issued in his name. Some of those documents were admitted by the management's witness who stated that said payment was made through voucher and cheque in the name of the claimant. Some of the vouchers were not verified by him because they belonged to some other branch. It was also stated by the witness that the claimant in the cross-examination admitted that he was not issued any appointment letter and that he didn't participate in any official recruitment process.

The whole case of the management is that the claimant was never appointed by the bank, nor was any appointment letter issued, and that he was, in fact, an employee of the photocopy vendor **M/s NDJ Reprographics.** The management again relied upon the *Uma Devi judgment*. However, in this regard, it has to be considered that in a recent judgment delivered by the Hon'ble Supreme Court of India In the **case *Shripal & Anr. v. Nagar Nigam, Ghaziabad (Civil Appeal No. 8157 of 2024)*** , the court explicitly held that:

> *The principle of 'equal pay for equal work' cannot be disregarded when workers have performed perennial duties under the direct supervision of the employer... Uma Devi cannot be used as a shield to justify exploitative employment practices that persist for years without legitimate recruitment processes.*

In the present claim, the claimant claims to have worked with the management for more than 8 years. No doubt, the issuance of the appointment letter and regular wages are important factors in determining an employee-employer relationship. However, the management engaged the claimant without issuing an appointment letter and without providing any legal benefits. The regular payment of vouchers reflects that the claimant was working directly for the management. The management's witness admitted several documents by which the salary payments were made directly to the claimant.

The question that now arises is that if the claimant was not an employee of the management, why were salary payments made directly to him? If he were employed by the vendor, his salary should have been paid through the vendor. It appears that there was some camouflage arrangement between the management and the vendor, under which the claimant was engaged, and the present plea of the management is a cover. Otherwise, there would have been no reason for issuing the vouchers and payments directly to the claimant. The plea raised by the management that the documents and vouchers produced by the claimants were mischievously obtained with the intention to file his false claim is nothing but a face-saving tactic.

In view of above evidence and arguments, **issue no.-2** is adjudicated in favor of the claimant, and he is held to be an employee of the management. So far so **issue no.-3** is concerned, the management failed to comply with the provisions of section-25F of the Act because it didn't recognize the claimant as its employee. Therefore, the termination of the claimant is held to be illegal and Issue no.-3 is adjudicated in favor of the claimant.

As a general rule, when termination is declared illegal, the appropriate relief is **reinstatement with full back wages**. However, much time has already passed and there is no positive evidence that the claimant was unemployed since his termination from service. It is held by the Hon'ble Supreme Court of India in the case titled as **Employers, Management of central P & D Inst. Ltd. Vs Union of India & Another, AIR 2005 Supreme Court 633** that it is not always mandatory to order reinstatement even after the termination is held illegal. Instead, compensation can be granted by the industrial adjudicator. Similar views were expressed by Hon'ble High Court of Delhi in the case titled as **Indian Hydraulic Industries Pvt. Ltd. Vs. Kishan Devi and Bhagwati Devi & Ors., ILR (2007) Delhi 219** wherein it was held by the court that even if the termination of a claimant is held illegal, the industrial adjudicator is not supposed to direct reinstatement along with full back wages and the relief can be moulded according to the facts and circumstances of each case and the court can allow compensation to the claimant instead of reinstatement with back wages. Same view has been expressed by the Apex Court in **Maharashtra State Road Transport Corporation vs. Mahadeo Krishna Naik 2025 Latest Caselaw 157 SC** stating that upon dismissal, being set aside by a court of Law, reinstatement with full back wages is not an automatic relief. In some cases, lump sum compensation is a better relief.

Given these circumstances, a lump sum compensation of Rs. 5,00,000/- (Rupees Five Lakhs Only) is considered an appropriate relief. Hence, the management is hereby directed to pay a compensation of Rs. 5,00,000/- (Rupees Five Lakhs Only) to the claimant within two months of notification of this award, failing which the management shall also pay interest @ 8% per annum on the aforesaid amount from the date of award till the date of realization. A copy of this award be sent to the appropriate government for notification U/S 17 of the I.D Act. The file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 19.06.2025

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